

Brian C. Rocca, S.B #221576

brian.rocca@morganlewis.com

Sujal J. Shah, S.B #215230

sujal.shah@morganlewis.com

Michelle Park Chiu, S.B #248421

michelle.chiu@morganlewis.com

Minna Lo Naranjo, S.B #259005

minna.naranjo@morganlewis.com

Rishi P. Satia, S.B #301958

rishi.satia@morganlewis.com

**MORGAN, LEWIS & BOCKIUS LLP**

One Market, Spear Street Tower

San Francisco, CA 94105

Telephone: (415) 442-1000

Facsimile: (415) 422-1001

Richard S. Taffet, pro hac vice

richard.taffet@morganlewis.com

**MORGAN, LEWIS & BOCKIUS LLP**

101 Park Avenue

New York, NY 10178

Telephone: (212) 309-6000

Facsimile: (212) 309-6001

Attorneys for Defendants Google LLC, et al.

*Counsel for Defendants*

Glenn D. Pomerantz, Bar No. 112503

glenn.pomerantz@mto.com

Kuruvilla Olas, Bar No. 281509

kuruvilla.olasa@mto.com

**MUNGER, TOLLES & OLSON LLP**

350 South Grand Avenue, Fiftieth Floor

Los Angeles, California 90071

Telephone: (213) 683-9100

Kyle W. Mach, Bar No. 282090

kyle.mach@mto.com

Justin P. Raphael, Bar No. 292380

justin.raaphael@mto.com

Emily C. Curran-Huberty, Bar No. 293065

emily.curran-huberty@mto.com

**MUNGER, TOLLES & OLSON LLP**

560 Mission Street, Twenty Seventh Fl.

San Francisco, California 94105

Telephone: (415) 512-4000

Jonathan I. Kravis, pro hac vice

jonathan.kravis@mto.com

**MUNGER, TOLLES & OLSON LLP**

601 Massachusetts Ave. NW, Ste 500E

Washington, D.C. 20001

Telephone: (202) 220-1100

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE**  
**ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*Epic Games, Inc. v. Google LLC et al.*,  
Case No. 3:20-cv-05671-JD

*In re Google Play Consumer Antitrust*  
*Litigation*, Case No. 3:20-cv-05761-JD

*State of Utah et al. v. Google LLC et al.*,  
Case No. 3:21-cv-05227-JD

*Match Group, LLC et al. v. Google LLC et al.*,  
Case No. 3:22-cv-02746-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF NICHOLAS**  
**PFEIFFER IN SUPPORT OF OMNIBUS**  
**MOTION TO SEAL MATERIALS**  
**SUBMITTED IN CONNECTION WITH**  
**THE SUMMARY JUDGMENT AND**  
**DAUBERT BRIEFING**

Judge: Hon. James Donato

1           1.       I, Nicholas Pfeiffer, am an attorney at Morgan, Lewis & Bockius LLP, counsel of  
2 record for Defendants Google LLC, Google Ireland Limited, Google Commerce Ltd., Google  
3 Payment Corp., Google Asia Pacific Pte. Ltd., and Alphabet Inc. (“Defendants” or “Google”) in  
4 this multi-district litigation (MDL). I am a member in good standing of the State Bar of  
5 California and admitted to practice in the state and federal courts of California. I respectfully  
6 submit this declaration in support of Parties’ Omnibus Motion to Seal Materials Submitted in  
7 Connection with the Summary Judgment and Daubert Briefing (“Sealing Motion”). I have  
8 personal knowledge of the facts or circumstances set forth herein. If called upon as a witness in  
9 this action, I could and would testify competently thereto.

10           2.       As discussed in detail in the Declaration of Christian Cramer (“Cramer  
11 Declaration”), Google asserts that public disclosure of its information will cause severe and  
12 irreparable harm to not only Google’s business relationships and its competitive position in the  
13 marketplace, but also that of Google’s business partners. As part of the process for preparing the  
14 Sealing Motion, the Parties in good faith prepared notices for approximately 565 non-parties  
15 whose confidential information had been included in Google’s Motion for Summary Judgment,  
16 Match’s Motion for Summary Judgment, Google’s Motions to Exclude Testimony of Dr. Marc  
17 Rysman and Dr Hal Singer, and the related materials and briefings filed in support of and in  
18 opposition of those motions, identifying non-parties’ confidential information and determining  
19 whether those non-parties would support this Sealing Motion as it relates to their information.  
20 Certain parties have submitted declarations in support of this Sealing Motion, which are included  
21 in Paragraph 5 below and attached to this declaration.

22           3.       As stated in the Sealing Motion, while Plaintiffs and Google (“Parties”) took no  
23 position on each other’s specific sealing requests, Epic Plaintiffs and Consumer Plaintiffs have  
24 indicated that they oppose 60 of Google’s sealing requests. Attached herewith as **Exhibit 1** is a  
25 true and correct copy of a table identifying the 60 contested sealing requests along with Google’s  
26 and Epic and Consumer Plaintiffs’ position statement for each request.

4. Pursuant to the non-party notification process described in Paragraph 2, more than 20 non-parties indicated that they are joining the Sealing Motion where it pertains to their information. Certain non-parties, however, have represented that submitting a declaration on behalf of their own interests would itself reveal confidential information, e.g., their identity as a participant in a particular Google Program or as a counterparty to an agreement, and thus the Sealing Motion and the Declaration of Christian Cramer, submitted concurrently, identifies those instances, and maintains the anonymity of those non-parties.

5. The following non-parties joining the Sealing Motion submitted declarations in support of the Sealing Motion; true and accurate copies of which are attached herewith as:

- a. **Exhibit 2:** Declaration of Page Robinson (Activision Blizzard)
- b. **Exhibit 3:** Declaration of Xingjian Zhao (Alibaba International Digital Commerce Group)
- c. **Exhibit 4:** Declaration of Don Morrill (Amazon)
- d. **Exhibit 5:** Declaration of Yusuke Toyama (Aniplex)
- e. **Exhibit 6:** Declaration of Jeffrey Ezell (AT&T)
- f. **Exhibit 7:** Declaration of Cassie Stratford (Boyd Gaming)
- g. **Exhibit 8:** Declaration of Li Jin (Century Games)
- h. **Exhibit 9:** Declaration of Annie Lee (Cognosphere)
- i. **Exhibit 10:** Declaration of Cheg Tyng Yow (Mondraw Limited)
- j. **Exhibit 11:** Declaration of Bessy Contro (Electronic Arts)
- k. **Exhibit 12:** Declaration of Logan Pettigrew (AppLovin Corporation and Magic Tavern)
- l. **Exhibit 13:** Declaration of Christopher Kiel (Nintendo of America)
- m. **Exhibit 14:** Declaration of Ko Chiehyan (Qingniao Interactive Entertainment)

- n. **Exhibit 15:** Declaration of Dan Nabel (Riot Games)
- o. **Exhibit 16:** Declaration of Bill Bradford, (Smule)
- p. **Exhibit 17:** Declaration of David Jacobs (Sony Corporation of America)
- q. **Exhibit 18:** Declaration of Vivian Zhang (StarMaker)
- r. **Exhibit 19:** Declaration of Steven Reeder (TikTok)
- s. **Exhibit 20:** Declaration of Christopher Schenck (Valve)
- t. **Exhibit 21:** Declaration of Judith A. Zahid (Verizon)
- u. **Exhibit 22:** Declaration of Tingfang Zhang (Xiaomi)
- v. **Exhibit 23:** Declaration of Raymond Wijaya (Coda US)
- w. **Exhibit 24:** Declaration of Joshua Walker (Warner Bros. Discovery)
- x. **Exhibit 25:** Declaration of Sandra Alzetta (Spotify)

6. True and correct copies of the redacted documents reflecting the sealing positions of Google, Match plaintiffs, and non-parties are attached as exhibits to this Declaration, and highlighted under seal versions have also been provided to the Court.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 13th day of July 2023 in San Francisco, California.

/s/ Nicholas Pfeiffer  
Nicholas Pfeiffer



# **EXHIBIT 1**

**Exhibit 1 to Pfeiffer Declaration ISO Omnibus Motion to Seal Materials  
Submitted in Connection with Summary Judgment and *Daubert* Briefing**

**Exhibit 1 to Raphael Declaration ISO Motion to Exclude Merits Opinions of Dr. Hal Singer (MDL ECF No. 487-2)**

**(Singer Expert Report)**

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 39, Para. 66, between “recognizes that” and “Google’s business”; between “documents” and “recognizing”; and from “established one” to end of sentence.</p>	<p>This text reflects non-public, current, competitively sensitive information about an aspect of Play Store strategy and anticipated future trends. If disclosed, this information could give Google Play Store competitors an unfair advantage and result in competitive harm to Google. For example, knowledge of Google's inner workings and strategic considerations could influence competitor app stores' decisions related to how they market, monetize or target developers. There are compelling reasons (and good cause) to seal “discussions of business strategy” like in the excerpt. <i>Krieger v. Atheros Commc’ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.</p>
<p>Page 66, Para. 128, between “describe as” and “Although P2P”.</p>	<p>This text reflects internal confidential Google data regarding non-Play sources of app downloads. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to</p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>disadvantage Google. For example, Google's competitors could gain insight into the metrics that Google collects relating to app downloads and user behavior and the findings from its data collection at no cost, unfairly tailoring their own competitive business strategy at Google's expense. There are compelling reasons to seal "business information that might harm a litigants competitive standing." <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc 'ns, Inc.</i>, 435 U.S. 589, 598-99 (1978))</p>	
<p>Page 66, Para. 128, n. 299, between "installs coming from?..." and end of parenthetical.</p>	<p>As with paragraph 128 above, this text reflects internal confidential Google data on top non-Play sources of app downloads. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's competitors could gain insight into the metrics that Google collects relating to app downloads and user behavior and the findings from its data collection at no cost, unfairly tailoring their own competitive business strategy at Google's expense. There are compelling reasons to seal "business information that might harm a litigants competitive standing." <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v.</i></p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers' portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<i>Warner Commc 'ns, Inc.</i> , 435 U.S. 589, 598-99 (1978)	
Page 67, Figure 10	This figure reflects internal confidential Google data on third-party sources of app downloads on Android devices. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's competitors could improperly utilize this internal, non-public data to modify or augment their business operations in an effort to compete unfairly against Google. There are compelling reasons to seal "business information that might harm a litigants competitive standing." <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i> , 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc 'ns, Inc.</i> , 435 U.S. 589, 598-99 (1978)).	Consumers oppose sealing this information. <i>See</i> Consumers' portion of joint filing.
Page 69, Table 4	Similar to Figure 10 above, this table reflects the share of Android devices with third-party app stores preinstalled, which is derived from Google's internal, confidential data. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's	Consumers oppose sealing this information. <i>See</i> Consumers' portion of joint filing.

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>competitors could improperly utilize this internal, non-public data to modify or augment their business operations in an effort to compete unfairly against Google. There are compelling reasons to seal “business information that might harm a litigants competitive standing.” <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc'ns, Inc.</i>, 435 U.S. 589, 598-99 (1978)).</p>	
<p>Page 74, Para. 147, the first nine words after “Magic Lab was”; the eleven words before “Similar to”; the entire second clause of the sentence beginning “Similar to”; the first eight words after “Record evidence indicates that”; and after the next eleven words, the next three words.</p>	<p>This text reflects confidential information shared with Google by specific non-party developers, including results of confidential testing and analyses relating to those developers’ apps performance on Google Play. If that information were revealed to competitors, and potential business counterparties, they could use that information to disadvantage Google. For example, if other developers became aware of this information, they could use it as leverage in their negotiations with Google, at the detriment of both Google and the app developer partner. There are compelling reasons to seal “business information that might harm a litigants competitive standing.” <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc'ns, Inc.</i>, 435 U.S. 589, 598-99 (1978)).</p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 80, Para. 162, n. 374, between “found that” and “are from”; between “while” and “are implicit”; between “Play Store,” and “responded”; and “between “at -584” and “thought that”.</p>	<p>This text reflects internal Google data on user behavior and sources of user acquisitions on Google Play. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's competitors could gain insight into Google's data analytics and knowledge of user behavior at no cost, improperly tailoring their own business strategy at Google's expense. There are compelling reasons (and good cause) to seal “internal competitive analyses.” <i>United States v. Chen</i>, No. 17-cr-00603-BLF, 2022 WL 2789557, at *2 (N.D. Cal. July 14, 2022).</p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.</p>
<p>Page 82, Para. 167, between “Project Hug provided” and “The terms”; between “from Google in” and “Riot”; between “support for” and “content”; between “in” and “and”; between “receiving a” and “in which”; and from “agreed to” to end of sentence.</p>	<p>This text reflects specific non-public details and deal terms offered by Google to certain of its partners. Public disclosure of these specific deal terms could give Google's competitors and developer partners an unfair advantage over Google in negotiations, which is likely to result in competitive harm to Google. For example, Google’s competitors could use this information to match or beat the types of terms offered by Google in future negotiations with Google’s partners. There are compelling reasons (and good cause) to seal “terms of confidential contracts” like those in issue. <i>Fed. Trade Comm’n v. Qualcomm Inc.</i>, No.</p>	<p>Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	
Page 96, Para. 197, between “Google employee wrote,” and end of sentence.	This text contains Google’s internal, non-public confidential analyses and statements regarding the placement of the Play Store on the home screens of mobile devices. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. Disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals strategic decision-making, which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google.	Consumers oppose sealing this information. <i>See</i> Consumers’ portion of joint filing.
Page 100, Para. 209, the six words after “OEMs on a”; the five words before “if the OEM”; and from “stated goal was” and end of sentence.	This information reflects specific non-public details and deal terms offered by Google to certain of its partners in its commercial programs, as well as confidential internal strategy relating to this same program. Public disclosure of these specific programs and deal terms could give Google's competitors and developer partners an unfair advantage over Google in negotiations, which is likely to result in competitive harm to Google. There are compelling reasons (and good cause) to seal “discussions of business strategy” like that in issue. <i>Krieger v. Atheros Commc’ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.



Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	Cal. June 25, 2011).	
Page 103-104, Para. 217, between “as the” and “requirement”; and from “developers to” and end of sentence.	This text reflects specific, confidential details and terms about specific programs offered by Google. This information is confidential and could give other developers an advantage over Google in negotiations. Disclosure of this information could harm Google's relationship with its partners and any ongoing negotiations or dealings with them.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.
Page 103, Para. 217, n. 519, between “showing impact of” and “requirement”.	This text reflects specific, confidential details and terms about specific programs offered by Google. This information is confidential and could give other developers an advantage over Google in negotiations. Disclosure of this information could harm Google's relationship with its partners and any ongoing negotiations or dealings with them.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.
Page 104, Para. 218, between “imposed” and “provisions”; between “that developers” and “when distributing”; and skipping the first word after “Our GVP deal with”, the remainder of the sentence.	This text reflects specific non-public details and deal terms offered by Google to certain of its partners. Public disclosure of these specific programs and deal terms could give Google's competitors and developer partners an unfair advantage over Google in negotiations, which is likely to result in competitive harm to Google.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.
Page 106, Para. 224, n. 541, after	This text reflects specific, confidential deal terms	Consumers oppose sealing this information except

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>“Play reinvests”, skipping the next five characters, the remainder of the sentence; the four words before “a developer would have”; and from “dollars toward” and end of sentence.</p>	<p>associated with one of Google’s commercial programs with its developers. Were this information to be publicly revealed, it could cause Google competitive harm by revealing confidential terms and business strategy, which could be used by counter-parties in negotiations seeking similar or better terms and may cause significant harm to Google's competitive standing.</p>	<p>as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.</p>
<p>Page 112, Para. 240, n. 588, between “such as Chrome” and “Id. (showing”); and skipping the number after “Chrome with a”, the next five words.</p>	<p>This information contains non-public and confidential data regarding malware install rates on and off Google Play. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google’s app store competitors, for example by influencing how those app stores market themselves to U.S. developers and consumers, and how they distinguish themselves from Google Play in the eyes of U.S. developers and consumers.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.</p>
<p>Page 115, Para. 249, between “would-be rivals to” and end of sentence.</p>	<p>This text contains non-public and confidential information regarding Google’s strategic business considerations relating to Google Play. If publicly revealed, this information could influence the competitive decision-making and business</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. In addition, revealing Google's competitive strategy could influence the negotiation tactics employed by app developers and other current and prospective counterparties with which Google does or may transact business. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	
Page 116, Figure 15	<p>As stated above with respect to Paragraph 249, this text contains non-public and confidential information regarding Google's strategic business considerations relating to Google Play. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. In addition, revealing Google's competitive strategy could influence the negotiation tactics employed by app developers and other current and prospective counterparties with which Google does or may</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	transact business. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	
Page 119, Para. 258, between "assessed that" and end of sentence.	This text contains non-public and confidential information regarding Google's own internal assessment of Project Hug. Google's internal analyses and assessments have never been disclosed publicly, and the Google Play product team treats this information as strictly confidential. Public disclosure of Google's confidential evaluations, assessments, or analyses could influence the negotiation tactics employed by current and prospective counterparties with which Google does or may transact business.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 119, Para. 259, n. 616, after "developers who represented", skipping the first word, the next six words.	This text reveals non-public and confidential aspects of eligibility criteria for Google Play's Project Hug program. Public disclosure of the basis for which certain developers are strategic to Google Play could cause Google competitive harm by revealing business strategy, which could be used by counter-parties in negotiations seeking similar or better terms and may cause significant harm to Google's competitive standing.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 120, Para. 262, the eight words after “would involve” and the last word of the sentence.</p>	<p>This text reveals Google’s confidential, non-public strategic thinking and business considerations with respect to third party payment processors. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google’s app store competitors, for example by influencing how those app stores market themselves to developers and how they distinguish themselves from Google Play in the eyes of developers. In addition, revealing Google’s strategic thought process could influence the negotiation tactics employed by app developers and other current and prospective counterparties with which Google does or may transact business.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.</p>
<p>Page 130, Para. 285, from “payment options” to end of sentence.</p>	<p>This text contains non-public and confidential data regarding Google’s internal analyses of alternative payment options offered by developers. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google’s app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>Further, disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals Google's strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google.</p>	
<p>Page 130, Para. 285, n. 667, entire parenthetical after "at 5619".</p>	<p>This text contains non-public and confidential data regarding Google's internal analyses of alternative payment options offered by developers. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. Further, disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals Google's strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google. There are compelling reasons to seal "business information that might harm a litigants competitive standing." <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v.</i></p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<i>Warner Commc 'ns, Inc.</i> , 435 U.S. 589, 598-99 (1978)).	
Page 164, Figure 19	<p>This chart contains Google's non-public and confidential analyses of developers' expected reactions to potential business decisions that Google could make. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. In addition, revealing Google's expectations regarding developer reactions to potential business decisions could influence the negotiating strategies and tactics employed by app developers and other current and prospective counterparties with which Google does or may transact business. There are compelling reasons to seal "business information that might harm a litigants competitive standing." <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc 'ns, Inc.</i>, 435 U.S. 589, 598-99 (1978)).</p>	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.



Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 180, Para. 366, n. 865, entire parenthetical before “Only recently”; and between “approximately” and “percent”.</p>	<p>This text contains confidential, non-public information regarding Google's agreements with a non-party developer. Disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google. Moreover, Google's competitors could use this non-party information to unfairly target Google's developer partners and offer specific deal terms designed to undercut those offered by Google. Further, the disclosure of this non-party developer's highly confidential information would significantly harm its business. For example, its competitors could exploit this information—that they otherwise would not have access to—to inform their own business strategies. There are compelling reasons (and good cause) to seal “discussions of business strategy” like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>
<p>Page 183, Para. 369, n. 877, between “ADAP” and “and (2)”.</p>	<p>This text that Google seeks to seal reflects confidential, non-public information regarding Google's agreements and deal terms with respect to one of its commercial programs. Disclosure of this</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Contested Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>non-public information is likely to result in competitive harm to Google, as it reveals strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google. Moreover, Google's competitors could use this non-party information to unfairly target Google's developer partners and offer specific deal terms designed to undercut those offered by Google.</p>	
<p>Page 187, Para. 378, between "One was to" and "Another was"; between "Another was to" and "A third option"; between "A third option was to" and "Under this third"; and between "willing to" and end of sentence.</p>	<p>This text contains confidential information regarding possible business terms that Google discussed or considered with potential non-party developer partners. If publicly revealed, this information could cause both Google and the non-parties competitive harm by giving other parties insight into Google's business and negotiation strategy and a competitive advantage over Google in ongoing or future business negotiations.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

**Exhibit 6 to Raphael Declaration ISO Motion to Exclude Merits Opinions of Dr Hal Singer (MDL ECF No. 487-7)****(Singer Rebuttal Expert Report)**

<b>Location of Relevant Language</b>	<b>Google's Position in Support of Sealing</b>	<b>Consumer Plaintiffs' Position in Opposition to Sealing</b>
Page 13, Para. 20, n. 54, between “the price of” and “may have increased”; between “released an” and “See”; between “See” and end of footnote.	The identity of this app and developer is derived from Dr. Leonard’s analysis of top paid SKUs before and after Google’s service fee reductions, which is derived from Google’s highly confidential transactional data. Thus, to the extent Dr. Singer is rebutting Dr. Leonard’s findings with respect to this app, it reveals confidential information about a non-party developer based on its confidential revenue information. This developer has a reasonable expectation that Google will maintain the confidentiality of data relating to its app on Google Play. Revealing that data would harm Google’s relationship with this developer (and potentially others), jeopardizing Google’s future business opportunities with them.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.
Page 53, Para. 143, between “the threat of” and “Although I did”.	This information contains non-public and confidential data regarding negotiations and agreements with app developers on Google Play. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google’s app store	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers’ portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of app developers' highly confidential information would significantly harm app developers' business. For example, app developers' competitors could leverage this information to reap an unearned competitive advantage. They could exploit this information—that they otherwise would not have access to—to inform their own business strategies.</p>	
<p>Page 53, Para. 144, the 8 words after “third-party app distribution”; the 5 words preceding “Nor does”.</p>	<p>The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal “discussions of business strategy” like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK,</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	
Page 53, Para. 144, n. 305, the 4 words after “assessed this”; the 3 words after “describing Alley-Oop”; the 4 words before “and hurting”.	The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal “discussions of business strategy” like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 53-54, Para. 145, the 3 words after “absent Alley-Oop”; between “characterize the pre-Alley-Oop” and “as “cumbersome””; the 5 words after “predates the experiments in”; the 5 words after “was the widespread”; between “evidently intended Alley-Oop” and end of sentence.	The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	
<p>Page 54, Para. 145, n. 308, the 5 words before "[T]he question"; the 2 words after "structure Alley Oop"; between "pause their" and "we aren't"</p>	<p>The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK,</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	
Page 54, Para. 146, the 16 words after “understand that” except for the 6th word.	The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal “discussions of business strategy” like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 54, Para. 146, n. 310, between “Google's Alley-Oop” and “harmed user”; between “it introduced” and “See GOOG-PLAY-007380405”; the 17 words after “to include that” except for the 11th word.	The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.



Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	<p>how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	
<p>Page 54, Para. 147, 8 words after "mechanisms, Alley-Oop"; between "offered to these" and "Google witness".</p>	<p>The contested text reveals non-public and confidential information regarding negotiations and agreements with a particular non-party partner. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. The disclosure of this partner's highly confidential information would significantly harm both Google and this partner's business. For example, this partner's competitors could leverage this information to reap an unearned competitive advantage. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK,</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	
Page 54-55, Para. 147, n. 314, the 3 words before "Gentzkow Report ¶591"; the 8 words before "GOOG-PLAY-009261089"	This information reflects and is calculated from internal, non-public Google technical data and capabilities, including as related to a specific non-party developer. Public disclosure could cause harm to Google's competitive standing by giving competitors and others insights into Google's business strategies and technological capabilities. There are compelling reasons (and good cause) to seal "internal competitive analyses." <i>United States v. Chen</i> , No. 17-cr-00603-BLF, 2022 WL 2789557, at *2 (N.D. Cal. July 14, 2022).	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 56, Para. 150, 4 words after "version of Google's Alley-Oop".	This text reflects confidential, non-public negotiations with a non-party developer, the disclosure of which may cause both Google and that non-party developer competitive harm by revealing internal business strategy and technological capabilities.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 57, Para. 152, between "Samsung Galaxy Store is" and "Dr. Gentzkow himself".	This text contains non-public and confidential data comparing US consumer expenditure on Google Play with U.S. consumer expenditures on the Galaxy Store. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers.	
Page 63, Figure 10, entire graph	This text contains non-public and confidential data regarding application installation behavior on Android. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers.	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.
Page 63, Para. 164, n. 358, between "Describing" and "as offering"; between "[u]p to" and "that preload"; between "RSA as" and "See also" between "that Google" and "in exchange for".	This text contains confidential, non-public information regarding Google's agreements with non-party OEMs. Disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google. Terms of financial contracts, <i>Fed. Trade Comm'n v. Qualcomm Inc.</i> , No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 66, Para. 167, between “to the same document” and “The Executive Summary”; between “explains” and “to protect Google”; between “[o]ffer[ing]” and “to secure Play”.</p>	<p>This text contains confidential, non-public information regarding Google's agreements with non-party OEMs. Disclosure of this non-public information is likely to result in competitive harm to Google, as it reveals strategic decision-making which, for example, could give a competitor or potential business partner unfair leverage in competing against or negotiating with Google. Terms of financial contracts, <i>Fed. Trade Comm'n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019); discussions of business strategy <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>
<p>Page 66, Para. 167, n. 366, between “specifying” and “Play revenue”; between “share...for” and “for”; between “for” and “Id. at -198”; between “spending the” and “in 2023”; between “in 2023” and “specifying”; between “specifying” and “million in revenue”; between “sharing on” and “comprised of”; between “comprised of” and end of sentence.</p>	<p>This information reflects and is calculated from internal, non-public Google financial data. Google spends significant resources compiling and maintaining this valuable data, which is non-public, and if revealed to competitors and potential business counterparties, could be used to disadvantage and cause Google competitive harm by giving competitors insight into confidential Google financial information. Further, this information reflects sensitive, highly confidential characterizations by Google's internal business teams that, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
<p>Page 66, Para. 168, 2 words before “protects”; between “to make” and “Google also”; between “order of” and end of sentence.</p>	<p>This information reflects and is calculated from internal, non-public Google financial data. Google spends significant resources compiling and maintaining this valuable data, which is non-public, and if revealed to competitors and potential business counterparties, could be used to disadvantage and cause Google competitive harm by giving competitors insight into confidential Google financial information. Further, this information reflects sensitive, highly confidential characterizations by Google's internal business teams that, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google.</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>
<p>Page 84, Para. 211, n. 467, between “iOS is about” and “for owners”; between “is about” and “for lower-priced”.</p>	<p>This information contains non-public and confidential data regarding consumer behavior regarding app stores on Google Play. This information has never been disclosed publicly and the Google Play product team treats it as strictly confidential. If publicly revealed, this information could influence the competitive decision-making and business strategies employed by Google's app store competitors, for example by influencing how those app stores market themselves to U.S. developers and how they distinguish themselves from Google Play in the eyes of U.S. developers. In addition, revealing the number of U.S. developers that distribute apps on Google Play could influence the negotiating strategies and tactics employed by app developers</p>	<p>Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	and other current and prospective counterparties with which Google does or may transact business.	
Page 96, Para. 253, between "LTV analyses" and "Dr. Skinner".	<p>This information contains non-public information regarding Google's confidential non-public internal strategic considerations related to creating value for and attracting developers to the Google Play Store. This information has never been disclosed publicly. Disclosure of this information would adversely impact Google's current competitive position by enabling Google's competitors to mimic its confidential strategies in an effort to attract developers away from Google. This information reflects and is calculated from internal, non-public Google financial data. Google spends significant resources compiling and maintaining this valuable data, which is non-public, and if revealed to competitors and potential business counterparties, could be used to disadvantage and cause Google competitive harm by giving competitors insight into confidential Google financial information. Further, this information reflects sensitive, highly confidential characterizations by Google's internal business teams that, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google. monetize or target developers. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK,</p>	Consumers oppose sealing this information except as it relates to the non-party identity. <i>See</i> Consumers' portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Consumer Plaintiffs' Position in Opposition to Sealing
	2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	

**Plaintiffs' Opposition to Google's Motion for Partial Summary Judgment (MDL ECF 509)**

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
Page 7, Line 28, Page 8, Line 1-8, between “up to” and “in exchange for a written”.	This text reflects specific, confidential deal terms, including financial terms. Were this information to be publicly revealed, it could cause Google competitive harm by revealing specific partners, terms, and business strategy, which could be used by counter-parties in negotiations seeking similar or better terms and may cause significant harm to Google's competitive standing. There are compelling reasons (and good cause) to seal “terms of confidential contracts,” <i>Fed. Trade Comm’n v. Qualcomm Inc.</i> , No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers’ portion of joint filing.
Page 22, Line 14-19, between “including Match, Spotify” and “Epic Games”; between “Epic Games” and “and even”; between “and even” and “Ex. 44 GOOG-PLAY-000838161”	The contested the excerpt reflects specific non-public details and deal terms offered by Google to certain of its partners in its commercial programs, as well as confidential internal strategy relating to this same program. Public disclosure of these specific programs and deal terms could give Google's competitors and developer partners an unfair advantage over Google in negotiations, which is likely to result in competitive	Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers’ portion of joint filing.



Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	harm to Google. There are compelling reasons (and good cause) to seal "discussions of business strategy" like that in issue. <i>Krieger v. Atheros Commc'ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).	

**Exhibits to Plaintiffs' Opposition to Google's Motion for Partial Summary Judgment (MDL ECF 509)**

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
Exhibit 1, Page 250, Line 7-8 (between "permission to send" and "in"; between "would grow to" and "in 2023;")	This exhibit reveals specific details about Google's commercial deals, negotiations, and strategy with respect to specific OEMs. Public disclosure could cause harm to Google's competitive standing by giving competitors and others, including prospective business partners, insights into Google's business strategies. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc'ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "terms of confidential contracts," and "contract negotiations[.]" <i>Fed. Trade Comm'n v. Qualcomm Inc.</i> , No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers' portion of joint filing.
Exhibit 2, Page -892.R (contents of box	This text reflects internal Google data on Android	Epic and Consumers oppose sealing this

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>between “ CN OEMs share of GMS activations growing; but changes are lurking...” and “Google” in footer); Page -893.R (entire box above “Google” in footer); Page -894.R (entire box above “Google” in footer); Page -895.R (contents of box between “Android share in select markets - OEM Portfolio balance a concern” and “Google” in footer); Page -899.R (entire box above “Google” in footer)</p>	<p>market share, as well as trends in GMS activations among various OEMs. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's competitors could gain insight into the metrics that Google collects when internally assessing its business prospects. This would give competitors insight into Google's business strategies. Moreover, Google's competitors would benefit from the findings of this data at no cost, unfairly tailoring their own competitive business strategy at Google's expense. There are compelling reasons (and good cause) to seal “discussions of business strategy,” <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as “business information that might harm a litigant's competitive standing[.]” <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc'ns, Inc.</i>, 435 U.S. 589, 598-99 (1978)).</p>	<p>information. <i>See</i> Epic and Consumers' portion of joint filing.</p>
<p>Exhibit 4, Page -840 (between “tl;dr:” and end of the sentence; entire paragraph between “that happened in early April last year.” and “At this time, we didn't ask for contractual commitments”; middle of page between</p>	<p>The contested portions of this exhibit that Google requests to seal reflect Google's non-public, competitively sensitive and current internal information, including information as to its commercial dealings, negotiations, and strategy with respect to counterparties. Public disclosure</p>	<p>Epic and Consumers oppose sealing this information, with the exception of the specific deal terms listed on -5840 and -5842. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>"At this time, we didn't ask for contractual commitments" and "the focus was getting Riot"; between "with Riot by asking them to commit to the" and end of paragraph); Page -842 (top of page between "that we were able to get aligned on are:" and "Andreas has been doing a great job"; middle of the page sentence between "they are committing for their new games." and "We have additional regional details"); Page -842 (bottom of page between "As part of this initial proposal, it will include" and end of sentence; between "Riot asked that we roll-up the" and "with our proposal so that the Riot team")</p>	<p>could cause harm to Google's competitive standing by giving competitors and others, including prospective business partners, insights into Google's business strategies. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc 'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "contract negotiations[.]" <i>Fed. Trade Comm 'n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).</p>	
<p>Exhibit 5, Page 269, Line 3-4 (between "Number 3 is" and "sounds fuzzy"), Line 5 (between "approximate" and "the right market price for"), and Line 22 (between "both agree that the" and "is"); Page 270, Line 5 (between "terms of the" and "of"), Line 8 (between beginning of line and "is that correct?"), Line 11 (between "communicating to" and "some of"), Line 16 (from "around the" to end of sentence) and Line 18 (between "vis-a-</p>	<p>The contested portions of this exhibit that Google requests to seal reflect Google's non-public, competitively sensitive and current internal information, including information as to its commercial dealings, negotiations, and strategy with respect to counterparties. Public disclosure could cause harm to Google's competitive standing by giving competitors and others, including prospective business partners, insights into Google's business strategies. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc 'ns,</i></p>	<p>Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>vis the” and “aspect”); Page 271, Line 16 (between “update on the” and end of sentence.), and Line 21 (between “spoken to” and “and had”); Page 272, Line 4 (between “meaning” and “not liking Google’s”);, Lines 5-6 (entire lines), Line 13 (from “of” to end of sentence), Line 17 (between “into” and “we all”), Lines 18-19 (between “make a” and end of sentence), and Line 21 (between “And” and “rejected”); Page 273, Line 3 (between “is a reference to” and end of line) and Line 24 (between “basically” and “was saying”), Lines 4-6 (from “there be a” to end of Line 6), Line 10 (from “removing” to end of sentence”), Lines 17-20 (between “distribution platform” and “[As read]”), and Line 25 (between “backed out of” and “they may”); Page 283, Lines 19-21 (in entirety) and Lines 24-25 (from “negotiations, had” to end of sentence); Page 284, Lines 3-5 (in entirety), Lines 10-13 (in entirety), Line 14 (between “And the” and “is the”), and Line 19 (between “a” and “but”)</p>	<p><i>Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as “terms of confidential contracts” and “contract negotiations[.]” <i>Fed. Trade Comm’n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).</p>	
<p>Exhibit 6, Page -690.R (between”GVP 1.0 Impact Assessment” and “GVP 1.0 x-Google Financial Assessment”); Page</p>	<p>The limited portions of this exhibit that Google requests to seal reflect Google's non-public, competitively sensitive information as to its</p>	<p>Epic and Consumers oppose sealing the information identified by Google. Epic and Consumers do not oppose sealing the</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>-694.R (text in row under "GVP 1.0 Target Developers:" and to the left of "Drive disproportionate value to Google"; text in row to the left of "Beacons of the ecosystem"; text in row to the left of "Expressed discontent over lack of unified support from Google"; text in row to the left of "May forgo Play (&amp; Android)" and above "Full Partner List"); Page -695.R (between "Non Goals: Play exclusivity, drive additional xPA integrations (eg:" and "xPA spend commitments"); Page -697.R (Under leftmost column "1) Prioritize Play", entire first bullet, second bullet between "of titles" and "on Play", entire third bullet and entire fourth bullet; under middle column "2) Boost X-PA Product Adoption", both highlighted dollar terms in second bullet and highlighted dollar term in third bullet; and in rightmost column "3) Improve Sentiment", between "to date" and "devs"); Page -698.R (between "GOAL 1: Prioritize Play Users" and "target) devs representing"; between "target) devs representing" and "of total Play spend signed GVP," column below "2019 Play A&amp;G</p>	<p>commercial dealings, negotiations, and strategy with respect to counterparties, as well as confidential financial information that has never been revealed publicly. Public disclosure could cause harm to Google's competitive standing by giving competitors insight into Google's business strategies. Further, this information, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google. Moreover, Google's competitors could use this non-party information to unfairly target Google's developer partners and offer specific deal terms designed to undercut those offered by Google. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "terms of confidential contracts," <i>Fed. Trade Comm'n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019), and "detailed financial information." <i>Apple Inc. v. Samsung Elecs. Co., Ltd.</i>, 727 F.3d 1214, 1225 (Fed. Cir. 2013) (finding, there are "compelling reasons" to seal detailed financial information if disclosure would create an "advantage in contract negotiations").</p>	<p>information identified by the following Non-Parties: Nintendo, Aniplex and Century Games. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>Spend”; entire contents of column below “100% of titles shipped (184 titles)” and “Holding Out”; in box beneath “Holding Out”; from beginning of footer and “signing up to GVP obligations”); Page -699.R, BC Success Metrics column (between “ARR acceleration” and “2024”); between “2024” and (by 2024”); between “Win-Rate acceleration” and end of row; between “N/A” and end of row; between “UAC yoy growth rate acceleration” and end of row; between “SVA/Best Practice adoption” and end of row; between “Mobile game watchtime, as % of total gaming watchtime” and “(by 2022)”); between (by 2022)” and “(2020)”); between “N/A” and end of row; between “upload uplift N/A” and end of row); Page -699.R, Other Metrics column (between “Spend Commits” and end of row; between “Share of Wallet” and end of row; between “ROI” and end of row); Page -699.R, (between “Cloud Deals” and end of paragraph; between “TOTAL” and “Incremental”; between “Incremental: and “M”; between “BC 5-year total:” and “HUG BC 5-year</p>		

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>total;" and "and HUG new projected"; between "5-year total:" and "Win-rate acceleration:"; between "BC conversion was" and "w/o HUG and"; between "w/o HUG and" and "with HUG" and "="; between "=" and end of sentence; between 12 out of 18 developers so" and "conversion."; between "Estimating conservatively at" and "through program duration."; between "through program duration." and end of line; between "9 titles include" and "migrating from"; from "migrating from" and "-Expected to 13x spending"); Page -700.R, (between beginning of first line and "- new customer"; between beginning of second line "and new title"; between beginning of third line and "-Expected to 40x spending)</p>		
<p>Exhibit 8, Page 226 (top of page between "further states that" and end of paragraph); Page 226 paragraph 441 (between "about developers as follows:" and end of paragraph); Page 226 paragraph 442 (between ""target developers":" and end of paragraph); Page 226 paragraph 443 (between "The" and "Project Hug agreements,")</p>	<p>The limited portions of this exhibit that Google requests to seal reflect Google's non-public, competitively sensitive information as to its commercial dealings, negotiations, and strategy with respect to counterparties. Public disclosure could cause harm to Google's competitive standing by giving competitors insight into Google's business strategies. There are compelling reasons (and good cause) to seal "discussions of business</p>	<p>Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	strategy,” <i>Krieger v. Atheros Commc’ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as “terms of confidential contracts,” <i>Fed. Trade Comm’n v. Qualcomm Inc.</i> , No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	
Exhibit 15, Page -650 (between “Some notes from my conversation with Armin” and “He reiterated the fact”; between “For example, can we put” and “conversation in the next week or two”; between “chance/time window.” and “I asked him if this was”; between “right deal/solution with us” and “-They are planning”; between “BEFORE the holidays” and “Shanna met with Armin”)	The limited portions of this exhibit that Google requests to seal reflect Google's non-public, competitively sensitive information as to its commercial dealings, negotiations, and strategy with respect to counterparties. Public disclosure could cause harm to Google's competitive standing by giving competitors insight into Google's business strategies. Further, this information, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google. Moreover, Google’s competitors could use this non-party information to unfairly target Google's developer partners and offer specific deal terms designed to undercut those offered by Google. There are compelling reasons (and good cause) to seal “discussions of business strategy,” <i>Krieger v. Atheros Commc’ns, Inc.</i> , No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as “terms of confidential contracts” and “contract negotiations[.]” <i>Fed. Trade Comm’n v. Qualcomm Inc.</i> , No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019).	Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers’ portion of joint filing.



Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
<p>Exhibit 23, Page 207, Paragraph 375 (between “because only” and “of downloads”; between “in 2021, just” and “of U.S. consumer”); Page 207, Note 719 (between “Google Play store” and “is equal to”; between “number of downloads” and “is estimated by”); Page 212, Note 745 (between “were approximately” and “installs worldwide”; between “which approximately” and “were new downloads”; between “suggesting more than” and “updates”); Page 217, Paragraph 392 (between “indicate that” and “of apps”; between “that only” and “of apps”; between “and that” and “of apps”; between “ignore that” and “of Android phones”; between “in June 2022” and “of Android devices”); Page 217, Note 761 (between “In June 2022” and “percent of”); Page 218, Paragraph 393 (between “Google earned” and “of U.S. consumer”)</p>	<p>The limited portions of this exhibit that Google requests to seal reflect internal Google data on user behavior and app downloads. Google spends significant resources compiling and maintaining this valuable data, which is non-public information, and if revealed to competitors and potential business counterparties, could be used to disadvantage Google. For example, Google's competitors could gain insight into the metrics that Google collects relating to app downloads and user behavior and the findings from its data collection at no cost, unfairly tailoring their own competitive business strategy at Google's expense. There are compelling reasons (and good cause) to seal “business information that might harm a litigant’s competitive standing[.]” <i>Ctr. For Auto Safety v. Chrysler Grp., LLC</i>, 809 F.3d 1092, 1097 (9th Cir. 2016) (quoting <i>Nixon v. Warner Commc’ns, Inc.</i>, 435 U.S. 589, 598-99 (1978)).</p>	<p>Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers’ portion of joint filing.</p>
<p>Exhibit 29 (all proposed excerpts)</p>	<p>The limited portions of this exhibit that Google requests to seal reflect Google's confidential, internal analyses and strategic considerations with respect to specific non-party developers, as well as confidential financial information that has never been revealed publicly. Public disclosure could</p>	<p>Epic and Consumers oppose sealing this information, with the exception of the information Non-Parties seek to seal and with the exception of the specific financial information on the following pages: -6084, -6101, -6102, -6104, -6106, -6107, -6112, -6114,</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	<p>cause harm to Google's competitive standing by giving competitors insight into Google's business strategies. Further, disclosure would provide competitors insight into Google's confidential financial information. If competitor platforms became aware of this information they could use it to inform their own strategies, unfairly leveraging Google's financial data to compete more effectively with Google Play. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "terms of confidential contracts," <i>Fed. Trade Comm'n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019), and "detailed financial information." <i>Apple Inc. v. Samsung Elecs. Co., Ltd.</i>, 727 F.3d 1214, 1225 (Fed. Cir. 2013) (finding, there are "compelling reasons" to seal detailed financial information if disclosure would create an "advantage in contract negotiations").</p>	<p>-6115, -6120, -6127, -6128, -6129, -6134, -6135, -6137, -6138, -6155. <i>See</i> Epic and Consumers' portion of joint filing.</p>
Exhibit 36 (all proposed excerpts)	<p>With respect to the limited portions of the exhibit that Google seeks to seal, the text contains Google's internal, non-public confidential information, including: Google's analyses and statements regarding the placement of the Play Store on the home screens of mobile devices; details and deal terms offered by Google to certain</p>	<p>Epic and Consumers oppose sealing this information, with the exception of the information Non-Parties seek to seal and with the specific financial information on pages 88; 89; 100 ¶ 209; 101; 102; 103 n. 515; 105; 106 n. 541; 107; 108 ¶ 228 and n. 560; 112 n. 588; 131; 137; 140; 141; 148; 151; 152; 154; 155;</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	<p>of its partners in its commercial programs, as well as confidential internal strategy relating to those same programs; non-public and confidential data regarding Google's internal analyses of alternative payment options offered by developers; specific, confidential deal terms of an agreement between Google and a non-party entity; and information calculated from internal, non-public Google financial data. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "terms of confidential contracts" and "contract negotiations," <i>Fed. Trade Comm'n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019), and "detailed financial information[.]" <i>Apple Inc. v. Samsung Elecs. Co., Ltd.</i>, 727 F.3d 1214, 1225 (Fed. Cir. 2013) (finding, there are "compelling reasons" to seal detailed financial information if disclosure would create an "advantage in contract negotiations").</p>	<p>156; 157; and 203. <i>See</i> Epic and Consumers' portion of joint filing.</p>
Exhibit 41 (all proposed excerpts)	<p>The limited portions of this exhibit that Google requests to seal reflect Google's confidential, internal analyses and strategic considerations with respect to a specific non-party. Public disclosure could cause harm to Google's competitive standing by giving competitors insight into Google's business strategies. If competitor platforms became</p>	<p>Epic and Consumers oppose sealing this information. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	<p>aware of this information they could use it to inform their own strategies, unfairly leveraging Google's confidential data to compete more effectively with Google Play. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc 'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011).</p>	
Exhibit 45 (all proposed excerpts)	<p>The limited portions of this exhibit that Google requests to seal are calculated based on internal, non-public Google financial data. Google spends significant resources compiling and maintaining this valuable data, which is non-public, and if revealed to competitors and potential business counterparties, could be used to disadvantage and cause Google competitive harm by giving competitors insight into confidential Google financial information. Further, this information reflects sensitive, highly confidential characterizations by Google's internal business teams that, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google. There are compelling reasons (and good cause) to seal "discussions of business strategy," <i>Krieger v. Atheros Commc 'ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as "terms of confidential contracts," <i>Fed. Trade Comm'n v. Qualcomm Inc.</i>, No. 17-</p>	<p>Epic and Consumers oppose sealing this information, with the exception of the information Non-Parties and the Match Plaintiffs seek to seal and with the exception of the specific financial information on -4313 (except as noted in Epic and Consumers' portion of the joint filing), -4330, and -4336. <i>See</i> Epic and Consumers' portion of joint filing.</p>

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019), and “detailed financial information.” <i>Apple Inc. v. Samsung Elecs. Co., Ltd.</i> , 727 F.3d 1214, 1225 (Fed. Cir. 2013) (finding, there are “compelling reasons” to seal detailed financial information if disclosure would create an “advantage in contract negotiations”).	
Exhibit 52 (all proposed excerpts)	The limited portions of this exhibit that Google requests to seal are calculated based on internal, non-public Google financial data. For example, the damages calculations on Page 364 are calculated based on internal, non-public Google financial data. Google spends significant resources compiling and maintaining this valuable data, which is non-public, and if revealed to competitors and potential business counterparties, could be used to disadvantage and cause Google competitive harm by giving competitors insight into confidential Google financial information. Further, this information reflects sensitive, highly confidential characterizations by Google's internal business teams that, if revealed, could be referenced by potential counterparties in negotiations with Google to gain an unfair advantage against Google. Similarly, the information on Page 43 are calculated based on Play revenues, and Google's internal, non-public data on sideloading off of Google Play on Android devices. There are compelling reasons (and good	Epic and Consumers oppose sealing this information, with the exception of the information Non-Parties seek to seal. <i>See</i> Epic and Consumers’ portion of joint filing.

Location of Relevant Language	Google's Position in Support of Sealing	Epic and Consumer Plaintiffs' Position in Opposition to Sealing
	<p>cause) to seal “discussions of business strategy,” <i>Krieger v. Atheros Commc’ns, Inc.</i>, No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011), as well as “terms of confidential contracts,” <i>Fed. Trade Comm’n v. Qualcomm Inc.</i>, No. 17-CV-00220-LHK, 2019 WL 95922, at *3 (N.D. Cal. Jan. 3, 2019), and “detailed financial information.” <i>Apple Inc. v. Samsung Elecs. Co., Ltd.</i>, 727 F.3d 1214, 1225 (Fed. Cir. 2013) (finding, there are “compelling reasons” to seal detailed financial information if disclosure would create an “advantage in contract negotiations”).</p>	

# **EXHIBIT 2**

1 Jeffrey L. Kessler (*pro hac vice*)  
JKessler@winston.com  
2 Sofia Arguello (*pro hac vice*)  
SArguello@winston.com  
3 WINSTON & STRAWN LLP  
200 Park Avenue  
4 New York, NY 10166-4193  
Telephone: (212) 294-6700  
5 Facsimile: (212) 294-4700

6 Jeanifer E. Parsigian (SBN: 289001)  
JParsigian@winston.com  
7 WINSTON & STRAWN LLP  
101 California Street, 34th Floor  
8 San Francisco, CA 94111  
Telephone: (415) 591-1000  
9 Facsimile: (415) 591-1400

10 *Attorneys for Non-Party*  
ACTIVISION BLIZZARD, INC.

11  
12  
13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**  
16

17 **IN RE GOOGLE PLAY STORE**  
18 **ANTITRUST LITIGATION**

19 THIS DOCUMENT RELATES TO:

20 *Epic Games, Inc. v. Google LLC et al.*,  
Case No. 3:20-cv-05671-JD

21 *In re Google Play Consumer Antitrust Litig.*,  
22 Case No. 3:20-cv-05761-JD

23 *State of Utah et al. v. Google LLC et al.*,  
24 Case No. 3:21-cv-05227-JD

25 *Match Group, LLC et al. v. Google LLC et al.*,  
26 Case No. 3:22-cv-02746-JD  
27  
28

Case No. 3:21-md-02981-JD

**DECLARATION OF PAGE ROBINSON**  
**IN SUPPORT OF THE PARTIES'**  
**OMNIBUS SEALING MOTION**

The Honorable James Donato



1 I, Page Robinson, declare as follows:

2 1. I am the Senior Director of Litigation and Intellectual Property for Activision Blizzard,  
3 Inc. (“Activision Blizzard”). I joined Activision Blizzard in 2022. I make this Declaration on my own  
4 personal knowledge and, if called as a witness, I could and would testify competently to the matters  
5 set forth herein.

6 2. In my current role at Activision Blizzard, I am responsible, in part, for Activision  
7 Blizzard’s litigation and intellectual property matters, including overseeing all pending and threatened  
8 litigation, IP licensing, related strategic decisions, and advising Activision Blizzard on such matters.  
9 Activision Blizzard keeps such information confidential to protect itself and its partners from potential  
10 harm.

11 3. I understand that, in the above-captioned actions and in connection with dispositive and  
12 *Daubert* motions, the Court has ordered that the parties and non-parties address all sealing requests in  
13 a single omnibus sealing motion (“Sealing Motion”). *See* ECF No. 496.<sup>1</sup> I understand that Defendants  
14 filed a Notice of Motion and Motion to Exclude Merits Opinions of Dr. Marc Rysman (ECF No. 484),  
15 a Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer (ECF No. 487), a  
16 Notice of Motion and Motion for Partial Summary Judgment (ECF No. 483), and exhibits to each  
17 (collectively, “Defendants’ Filings”). I further understand that Match Plaintiffs<sup>2</sup> filed a Motion for  
18 Partial Summary Judgment on Google’s Counterclaims with attached exhibits (ECF No. 486), and that  
19 the collective Plaintiffs filed an Opposition to Defendants’ Motion for Partial Summary Judgment  
20 (“Summary Judgment Opposition”) and the Declaration of Michael J. Zaken (“Zaken Declaration”)   
21 with accompanying exhibits (ECF No. 509) (together with Defendants’ Filings, the “*Daubert* and  
22 Summary Judgment Filings”).

23 4. I further understand from Epic and Google counsel that the *Daubert* and Summary  
24 Judgment Filings include Activision Blizzard information that is designated “NON-PARTY HIGHLY  
25 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” or “HIGHLY CONFIDENTIAL –

26 <sup>1</sup> The referenced ECF numbers correspond to Case No. 3:21-md-02981-JD.

27 <sup>2</sup> Activision Blizzard’s reference to “Match Plaintiffs” or “Match” includes Plaintiffs Match Group,  
28 LLC; Humor Rainbow, Inc.; PlentyofFish Media ULC; and People Media, Inc.

ATTORNEYS’ EYES ONLY” either by Activision Blizzard or by another party.<sup>3</sup> I write this Declaration in support of the parties’ Sealing Motion insofar as it relates to the Activision Blizzard information incorporated into the *Daubert* and Summary Judgment Filings and described in greater detail below.

5. I understand that, where documents are “more than tangentially related to the merits of a case,” this Court requires a party to establish “compelling reasons” for sealing. *See Connor v. Quora, Inc.*, No. 18-cv-07597, 2020 WL 7408233, at \*1 (N.D. Cal. Oct. 15, 2020) (citations and internal quotation marks omitted). By contrast, this Court requires a “lesser showing of ‘good cause’” for “[f]ilings that are only tangentially related to the merits.” *See id.* (citation omitted). I also understand that these standards apply where a non-party seeks to preserve the confidentiality of its information by filing a declaration in support of a party’s sealing motion. *See* Civil L.R. 79-5(f)(3) (incorporating requirements of 79-5(c)(1)).

6. I understand that the “compelling reasons” standard applies to briefing on summary judgment motions. *See Hyams v. CVS Health Corp.*, No. 18-cv-06278-HSG, 2021 WL 1864737, at \*2 (N.D. Cal. Mar. 18, 2021) (“Because the motion for partial summary judgment is more than tangentially related to the underlying action, the Court applies the ‘compelling reasons’ standard in evaluating the motion to seal.”); *see also Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1098 (9th Cir. 2016) (noting that “motions for summary judgment [are] obviously” related to the merits of a case). I also understand that courts have applied different standards to *Daubert* motions. *Compare Hadley v. Kellogg Sales Co.*, No. 16-CV-04955-LHK, 2019 WL 13113782, at \*2 (N.D. Cal. July 18, 2019) (concluding that “compelling reasons” standard applies to motion for summary judgment and *Daubert* motions), with *In re Koninklijke Philips Patent Litig.*, No. 18-cv-01885-HSG, 2020 WL

<sup>3</sup> In submitting this Declaration, Activision Blizzard—a non-party to this case that therefore is not privy to discovery in the matter—is reliant on the parties’ counsel to identify references to Activision Blizzard confidential information that warrants sealing. In submitting this Declaration, Activision Blizzard relied on correspondence from Epic and Google counsel. Activision Blizzard reserves the right to supplement this Declaration or submit a new declaration if it learns that other confidential information of Activision Blizzard was included in the *Daubert* and Summary Judgment Filings or other filings relating to the *Daubert* and summary judgment briefing but omitted from the parties’ correspondence.

1 1865294, at \*2 (N.D. Cal. Apr. 13, 2020) (“appl[ying] the lower good cause standard for documents  
2 related to the *Daubert* motions”). In any event, even the stricter “compelling reasons” standard is met  
3 where the subject of the sealing request is a “source[] of business information” the disclosure of which  
4 “might harm a [non-party’s] competitive standing.” See *Ctr. for Auto Safety*, 809 F.3d at 1097 (internal  
5 quotation marks omitted) (quoting *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978)).

6 7. Activision Blizzard is a global developer and publisher, whose objective is to develop,  
7 publish, and distribute high-quality interactive entertainment content and services and deliver  
8 engaging entertainment experiences to users worldwide. Maintaining the confidentiality of its  
9 business plans and strategies and non-public financial metrics and strategies was—and continues to  
10 be—integral to Activision Blizzard’s success. Thus, Activision Blizzard has a legitimate interest in  
11 preserving the confidentiality of its information.

12 8. The information that is redacted in the *Daubert* and Summary Judgment Filings  
13 includes highly confidential, internal business information of Activision Blizzard, which would result  
14 in serious competitive harm if disclosed.

15 9. This information, in part, relates to Activision Blizzard’s negotiations with Google and  
16 contains highly confidential information relating to Activision Blizzard’s business strategy, including  
17 its pursuit of a confidential business initiative. I understand that the existence of Activision Blizzard’s  
18 underlying partnership with Google already has been made public during the course of this litigation.  
19 But as detailed below, excerpts from the *Daubert* and Summary Judgment Filings go beyond merely  
20 acknowledging the *existence* of an Activision Blizzard-Google partnership, and go so far as to provide  
21 insight into (i) the alleged terms and incentives underlying the Activision Blizzard-Google partnership,  
22 and (ii) the services and benefits Activision Blizzard would have purportedly received—and the  
23 purported tradeoffs Activision Blizzard made—in exchange for entering a partnership with Google.  
24 In addition, the information includes Activision Blizzard’s non-public financial metrics and strategies,  
25 the confidentiality of which was—and continues to be—integral to Activision Blizzard achieving its  
26 status as a leader in the entertainment industry.

27 10. The representations in the *Daubert* and Summary Judgment Filings thus contain highly  
28 confidential and competitively sensitive information relating to Activision Blizzard’s business strategy

1 and financials, which would result in serious competitive harm if disclosed. *See Epic Games, Inc. v.*  
 2 *Apple Inc.*, No. 4:20-cv-05640, 2021 WL 1925460, at \*1 (N.D. Cal. Apr. 30, 2021) (finding  
 3 “compelling reasons” for sealing “highly confidential information, including . . . business decision-  
 4 making . . . belonging to [] a third-party non-party to th[e] action”); *Open Text S.A. v. Box, Inc.*, No.  
 5 13-cv-04910, 2014 WL 7368594, at \*3 (N.D. Cal. Dec. 26, 2014) (sealing information “refer[ring] to  
 6 [] confidential financial and revenue information, disclosure of which is likely to cause harm to  
 7 [business] if known by competitors”); *United States v. Bazaarvoice, Inc.*, No. 13-cv-00133, 2014 WL  
 8 11297188, at \*1 (N.D. Cal. Jan. 21, 2014) (granting sealing request for third-party documents where  
 9 they “contain[ed] . . . competitive information that could cause damage to the third parties if made  
 10 public”); *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569–70 (9th Cir. 2008) (directing district court to  
 11 grant sealing of, in part, “pricing terms”).

12 11. The *Daubert* and Summary Judgment Filings also identify non-party executives and  
 13 former executives who purportedly participated in Activision’s partnership with Google. Several  
 14 courts have recognized the propriety of redacting such non-party identifying information under the  
 15 “compelling reasons” standard. *See, e.g., Sentynl Therapeutics, Inc. v. U.S. Specialty Ins. Co.*, No.  
 16 19-cv-1667-LAB-AHG, 2021 WL 794271, at \*3 (S.D. Cal. Mar. 1, 2021) (noting that “redaction of  
 17 non-party personal identifiers is warranted” under the “compelling reasons” standard); *G&C Auto*  
 18 *Body Inc. v. Geico Gen. Ins. Co.*, No. C06-04898-MJJ, 2008 WL 687372, at \*2 (N.D. Cal. Mar. 11,  
 19 2008) (redacting non-party identifying information under “compelling reasons” standard—including  
 20 names—where it was of “little or no relevance to the issues that were raised by [party’s] summary  
 21 judgment motions”).

22 12. Consistent with the highly confidential nature of these references and information, in  
 23 each instance, Activision Blizzard or another party appropriately designated the information as “NON-  
 24 PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” or “HIGHLY  
 25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with the protective orders in this  
 26 case. *See* ECF Nos. 117, 124, 154, 170, 237, 248.

27 13. The disclosure of Activision Blizzard’s highly confidential information contained in  
 28 the *Daubert* and Summary Judgment Filings would significantly harm Activision Blizzard’s business.

For example, Activision Blizzard’s competitors could leverage this information to reap an unearned competitive advantage. They could exploit this information—that they otherwise would not have access to—to inform their own business strategies. *See Lathrop v. Uber Techs., Inc.*, No. 14-cv-05678, 2016 WL 9185002, at \*2 (N.D. Cal. June 17, 2016) (“[U]nder Ninth Circuit law, . . . [] reports are appropriately sealable under the ‘compelling reasons’ standard where that information could be used to the company’s competitive disadvantage.”). Indeed, the alleged contours of Activision Blizzard’s deal with Google could be used as a bargaining chip by Activision Blizzard’s competitors in their negotiations with Google or a similarly situated counterparty. Disclosing Activision Blizzard’s financial metrics or strategy would give competitors unwarranted access to information that they can use to inform their own benchmarking processes and business strategies. And disclosing the identities of the Activision Blizzard executives and former executives will run a “substantial risk of exposing [Activision Blizzard and the executives in their individual capacities] to harassment,” particularly in light of Epic’s and Match’s blatant mischaracterizations of the Activision Blizzard-Google deal, most notably in their amended complaints. *See Sentynl Therapeutics, Inc.*, 2021 WL 794271, at \*3; ECF Nos. 378, 380.

14. Preventing these competitive harms and the risk of harassment requires sealing of the redacted information in the *Daubert* and Summary Judgment Filings. There is no less restrictive alternative. Sealing is the only means of preserving the sanctity of Activision Blizzard’s highly confidential, non-public, and competitively sensitive information. Absent sealing, Activision Blizzard competitors will undeservingly have access to this information.

15. The excerpts from the *Daubert* and Summary Judgment Filings that Activision Blizzard hereby seeks to seal, with the reasons for each request, are set forth below:

Location of Reference in <i>Daubert</i> and Summary Judgment Filings	Reason for Sealing
Ex. 2 to Defendants’ Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof (ECF No. 487), Ex. 3c, rows 11, 24, and 30 of the table	Contains Activision Blizzard’s confidential and competitively sensitive information relating to financial data and pricing strategy.

Location of Reference in <i>Daubert</i> and Summary Judgment Filings	Reason for Sealing
Ex. 1 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof (ECF No. 487), p. 82, ¶ 167	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information. In addition, this reference purports to describe the consideration for a confidential, non-public business transaction.
Ex. 1 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof (ECF No. 487), p. 104, ¶ 219, n. 523	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information.
Ex. 1 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof (ECF No. 487), p. 104, ¶ 219, n. 528	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information.
Ex. 1 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof (ECF No. 487), p. 104, ¶ 219	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information.
Ex. 12 to Defendants' Notice of Motion and Motion for Partial Summary Judgment (ECF No. 483) at: <ul style="list-style-type: none"> <li>• p. 8 lines 23 words 8–9</li> <li>• p. 8 line 25 word 6</li> <li>• p. 9 line 7, first word following the citation</li> <li>• p. 9 line 7 (the last two words) through line 9 (through and including word 4)</li> <li>• p. 11 lines 2–5 (through and including word 8)</li> <li>• p. 11 lines 7–10 in their entirety</li> </ul>	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information. In addition, this document purports to describe the consideration for a confidential, non-public business transaction. This document also identifies Activision Blizzard executives and former executives who may be subject to undue harassment if their identities are disclosed, particularly in light of Epic's and Match's public allegations regarding the Activision Blizzard-Google partnership.
Ex. 13 to Defendants' Notice of Motion and Motion for Partial Summary Judgment (ECF No. 483) at: <ul style="list-style-type: none"> <li>• p. 18 lines 10–13 (up to the first comma)</li> <li>• p. 18 lines 15–18 in their entirety</li> <li>• p. 20 lines 12–18, 20–25 in their</li> </ul>	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information. In addition, this document purports to describe the consideration for a confidential, non-public business transaction. This document also identifies Activision Blizzard executives and former executives who may be subject to undue harassment if their identities are disclosed, particularly in light of Epic's and



Location of Reference in <i>Daubert</i> and Summary Judgment Filings	Reason for Sealing
<p>entirety</p> <ul style="list-style-type: none"> <li>p. 21 line 4 (from the word following the citation) through line 6 (up to “Google believed”)</li> <li>p. 21 lines 7 (from “<i>Id.</i>”) through and including line 14</li> </ul>	Match’s public allegations regarding the Activision Blizzard-Google deal.
Ex. 6 to Match Plaintiffs’ Motion for Partial Summary Judgment on Google’s Counterclaims (ECF No. 486), row 13 of table	Contains Activision Blizzard’s confidential and competitively sensitive strategic business information, including financial data.
Summary Judgment Opposition (ECF No. 509), p. 7, line 15	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business information. In addition, this reference purports to describe the consideration for a confidential, non-public business transaction.
Summary Judgment Opposition (ECF No. 509), p. 7, lines 16–17 after “Activision” to “(Ex. 13)”, and lines 17–18 after “and” to “(Ex. 12)”	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business information. In addition, this reference purports to describe the consideration for a confidential, non-public business transaction.
<p>Ex. 5 to the Zaken Declaration (ECF No. 509-6) at:</p> <ul style="list-style-type: none"> <li>p. 270 lines 10–16</li> <li>p. 271 line 14 through and including p. 272 line 9</li> <li>p. 272 line 21 through and including p. 273 line 25</li> <li>p. 283 line 2 through and including p. 284 line 9</li> </ul>	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business information. In addition, this document purports to describe the consideration for a confidential, non-public business transaction. This document also identifies an Activision Blizzard executive who may be subject to undue harassment if his or her identity is disclosed, particularly in light of Epic’s and Match’s public allegations regarding the Activision Blizzard-Google deal.
Ex. 6 to the Zaken Declaration (ECF No. 509-7), redacted excerpts that Google counsel identified as containing Activision Blizzard’s confidential information	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business information.
<p>Ex. 10 to the Zaken Declaration (ECF No. 509-11) at:</p> <ul style="list-style-type: none"> <li>p. 144 lines 1–19</li> </ul>	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business information. In addition, this reference purports to describe the consideration for a confidential, non-public business transaction.
Ex. 12 to the Zaken Declaration (ECF	Contains Activision Blizzard’s highly confidential, non-public, and competitively sensitive strategic business

Location of Reference in <i>Daubert</i> and Summary Judgment Filings	Reason for Sealing
No. 509-13), document in its entirety	information and describes the strategic rationale for a confidential, non-public business transaction.
Ex. 13 to the Zaken Declaration (ECF No. 509-14), document in its entirety	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information.
Ex. 14 to the Zaken Declaration (ECF No. 509-15), document in its entirety	Contains document descriptions that directly relate to, and would reveal, Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information.
Ex. 15 to the Zaken Declaration (ECF No. 509-16), redacted excerpts that Google counsel identified as containing Activision Blizzard's confidential information	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information. In addition, this document purports to describe the consideration for a confidential, non-public business transaction. This document also identifies an Activision Blizzard executive who may be subject to undue harassment if his or her identity is disclosed, particularly in light of Epic's and Match's public allegations regarding the Activision Blizzard-Google deal.
Ex. 48 to the Zaken Declaration (ECF No. 509-49), document in its entirety	Contains Activision Blizzard's highly confidential, non-public, and competitively sensitive strategic business information. In addition, this document purports to include the terms of a confidential, non-public business transaction. This document also identifies an Activision Blizzard executive who may be subject to undue harassment if his or her identity is disclosed, particularly in light of Epic's and Match's public allegations regarding the Activision Blizzard-Google deal.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct and that I executed this declaration on July 6, 2023 in \_\_\_\_\_.

By: \_\_\_\_\_  
Page Robinson  
Activision Blizzard, Inc.



# **EXHIBIT 3**

1  
2  
3 UNITED STATES DISTRICT COURT  
4 NORTHERN DISTRICT OF CALIFORNIA  
5 SAN FRANCISCO DIVISION  
6

7 **IN RE GOOGLE PLAY STORE**  
8 **ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

9 THIS DOCUMENT RELATES TO:

**DECLARATION OF XINGJIAN ZHAO**  
**IN SUPPORT OF OMNIBUS MOTION**  
**TO SEAL**

10 *Epic Games, Inc. v. Google LLC, Case No.*  
*3:20-cv-05671-JD*

Judge: Hon. James Donato

11 *In re Google Play Consumer Antitrust, Case*  
*No. 3:20-cv-05761-JD*

12 *Utah v. Google LLC, Case No. 3:21- cv-*  
*05227-JD*

13 *Match Group, LLC. et al. v. Google LLC et al.,*  
14 *Case No. 3:22-cv-02746-JD*  
15  
16

17 I, XINGJIAN ZHAO, declare as follows:

18 1. I am currently Senior Legal Counsel and Head of Dispute Resolution for Alibaba  
19 International Digital Commerce Group (“AIDC”), one of the main business groups under the  
20 Alibaba Group umbrella to which Alibaba.com Singapore E-Commerce Private Limited  
21 (“Alibaba”) belongs. I have been employed by the Alibaba Group since March 2021, and have  
22 always served as in-house counsel. As part of my responsibilities, I lead the dispute resolution  
23 function of AIDC’s Legal & Compliance Department.  
24

25 2. I have personal knowledge of Alibaba’s practices and procedures concerning the  
26 maintenance of confidentiality of its strategic, business and financial information.  
27  
28

1           3.       I submit this declaration in support of the Parties' joint omnibus sealing motion in  
2       *In Re Google Play Store Antitrust Litigation*, Case No. 3:21-md-02981-JD. The contents of this  
3       declaration are based on my personal knowledge, or knowledge that I acquired through review of  
4       internal Alibaba documents or consultation with relevant Alibaba personnel, and if called as a  
5       witness in this matter, I could and would testify thereto.

7           4.       I understand that Exhibit A to this declaration corresponds to an excerpted portion  
8       of Exhibit 6 to MATCH PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
9       ON GOOGLE'S COUNTERCLAIMS, submitted in ECF Docket Number 486 in the above-  
10       captioned litigation.

11          5.       Exhibit A to this declaration is a document that Alibaba received from counsel for  
12       Google and to which I then applied a redaction to the information on the row labeled "Alibaba."  
13       This row shows the amount and percentage (which I have redacted) that Alibaba spent advertising  
14       its apps on Google's "UAC" or "Universal App Campaign." The redacted portion of this row is  
15       the confidential information that Alibaba requests to be sealed. The other rows in Exhibit A were  
16       already redacted when Alibaba received this document. I understand that the other rows  
17       correspond to information of other companies, and I express no view as to the confidentiality of  
18       the other information.

20          6.       The non-public financial information and marketing spend figures at issue arise  
21       from a private agreement consummated between Alibaba.com Singapore E-Commerce Private  
22       Limited and Google in or around 2019.

24          7.       Alibaba follows a strict practice that requires confidential treatment of all of its  
25       non-public financial information and marketing spend on specific online platforms. In my  
26       experience and to the best of my knowledge, Alibaba does not disclose such information to third  
27  
28

1 parties except under the strictest confidentiality protection and for strategic business  
2 collaborations. Alibaba considers such information to be highly confidential.

3         8.       The information on the amount and percentage of Alibaba's advertising spend on  
4 Google's UAC is highly sensitive and confidential to Alibaba, and is derived from confidential  
5 materials generated during the business dealings between Alibaba and Google. This confidential  
6 information is governed by provisions of the agreement between Alibaba and Google (referred to  
7 in paragraph 6 above) that requires Google to keep the information confidential. This information  
8 has never been disclosed publicly, and as stated, Alibaba does not disclose this type of financial  
9 information to third parties, except under the strictest confidentiality protection and for strategic  
10 business collaborations.  
11

12         9.       The disclosure of this information to the public will harm Alibaba's business  
13 interests. For instance, if disclosed publicly, Alibaba's competitors will be able to use this non-  
14 public confidential information about Alibaba's advertising spend on Google's platform to  
15 compete with Alibaba on Google and other platforms, using the competitor's apps and services.  
16 Other potential business counterparties could also use this non-public and confidential  
17 information in negotiations with Alibaba to Alibaba's disadvantage. This information thus has  
18 economic and competitive value to Alibaba from not being generally known to Alibaba's  
19 competitors, counterparties, or the general public, and sealing this confidential information will  
20 avoid competitive harm to Alibaba and its business.  
21  
22  
23  
24  
25  
26  
27  
28

1 I declare under penalty of perjury under the laws of the United States that the foregoing is  
2 true and correct and that this declaration was executed on July 6, 2023 in Shanghai, China.

3  
4 Respectfully submitted,

5  
6 Dated: July 6, 2023

By:

7   
8 XIN

**EXHIBIT A TO**  
**DECLARATION OF XINGJIAN ZHAO**  
**IN SUPPORT OF OMNIBUS MOTION TO SEAL**

Parent Name	Type	2019 UAC Spend	% of Total 2019 UAC	Policy Impact?	Comment
Polina					Checking specific apps

# **EXHIBIT 4**



I, Donn Morrill, hereby declare as follows:

1. I am currently Director of Developer Relations for Entertainment, Devices, and Services at Amazon. I have been employed by Amazon since May 2012.

2. I submit this declaration in support of the omnibus motion to seal material produced by Amazon. The facts stated herein are based on my personal knowledge through my position at Amazon.

3. This information was produced as highly confidential under the protective order.

4. Amazon does not seek to seal all of the information it produced in the district court. Rather Amazon only seeks to seal highly sensitive and confidential business Amazon. This information would disclose Amazon's business model and strategy. Amazon's competitors could use this information to disadvantage Amazon in ongoing or future business negotiations. Amazon's business partners could use this information in their negotiations to also disadvantage Amazon and other Amazon business partners.

5. Amazon treats this information as highly confidential. It is not widely distributed or known at Amazon. Amazon also takes measures to ensure that it is not publicly disclosed.

6. Amazon seeks to seal the following information on the following grounds:

Document	Citation	Basis For Sealing
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 29, Para. 40	Discloses confidential contract negotiations and pricing that could be used to harm Amazon
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 36-37, Para. 60	Discloses confidential business strategy and confidential communication Amazon had with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 37, Para. 60	Discloses Amazon's investment and business strategy
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 57, Para. 113, n. 253	Discloses confidential business strategy and confidential communication Amazon had with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 57, Para. 113, n. 254	Discloses confidential business strategy and confidential communication Amazon had with business partners

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 57, Para. 113, n. 255	Discloses confidential business strategy and confidential communication Amazon had with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 57, Para. 114, n. 258	Discloses Amazon's pricing and business model for a particular product
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 57-58, Para. 114	Discloses Amazon's pricing and business model for a particular product
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 58, Para. 114, n. 262	Discloses Amazon's business strategy and results
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 58, Para. 115	Discloses confidential Amazon business strategy, initiatives, and pricing

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 59, Para. 120	Disclosures Amazon's confidential market research, business strategy, and market share data
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 66-67, Para. 129	Confidential business information about download on Amazon Appstore
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 67, Table 2	Confidential business information about download on Amazon Appstore
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 83, Para. 169, n. 395	Disclosures confidential spending data on the Amazon Appstore
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 83, Para. 169, n. 396	Disclosures confidential revenue data on the Amazon Appstore
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J.	Page 84, Figure 11	Disclosures confidential revenue and spending data on the Amazon Appstore

SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)		
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 144-145, Para. 312	Discloses confidential pricing information and Amazon's negotiations with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 313	Discloses confidential business strategy and pricing information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 313	Discloses Amazon's competitive intelligence and pricing information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145-146, Para. 313	Discloses Amazon's competitive intelligence and pricing information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 312, n. 707	Discloses Amazon's profit, loss, and other financial data

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 312, n. 708	Discloses Amazon's profit, loss, and other financial data
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 313, n. 709	Discloses Amazon's business strategy and pricing information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 145, Para. 313, n. 712	Discloses Amazon's confidential revenue and pricing information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 188, Para. 383	Disclose confidential transactional information about Amazon Appstore
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 188, Para. 383, n. 913	Disclose confidential transactional information about Amazon Appstore

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 204, Para. 417	Discloses confidential revenue, pricing, and discount information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 204, Para. 417, n. 954	Discloses confidential revenue, pricing, and discount information
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 205, Table 20	Discloses confidential revenue, pricing, and discount information, as well as business strategy
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 205, Para. 418	Discloses Amazon's business strategy, pricing, and competitive strategy
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 205, Para. 419	Discloses Amazon's pricing and negotiation with business partners

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 205, Para. 420	Discloses Amazon's pricing and negotiation with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 206, Table 21	Discloses Amazon's pricing and negotiation with business partners
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 206, Table 22	Discloses confidential pricing, revenue, profit, and other financial data
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 25, Para. 54	Discloses Amazon's discount information
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 58, Para. 153	Discloses Amazon's pricing, discount, and competitive information
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J.	Page 58, Para. 153, n. 338	Discloses Amazon's revenue, pricing, and discount information



SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)		
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 59, Figure 8	Discloses Amazon's sales and distribution data
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 59, Para. 155	Discloses Amazon's sales and distribution data
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 59, Para. 155, n. 339	Discloses Amazon Appstore distribution data
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 60, Para. 157	Discloses Amazon's business strategy, negotiation, and distribution information
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 116, Para. 259	Discloses Amazon's financial data, including pricing information

EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 116, Para. 259, n. 588	Discloses Amazon's revenue and pricing information!
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 119, Appendix Table A9	Discloses Amazon's highly confidential business strategy, financial, and pricing information
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Page 226, Para. 354	Discloses Amazon's transactional and financial data
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Exhibit 52	Discloses Amazon's highly confidential business strategy, financial, and pricing information
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Exhibit 66	Discloses Amazon's highly confidential business strategy, financial, and pricing information


EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Pg 87, Ex. 5	Discloses Amazon's highly confidential business strategy, financial, and pricing information
EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Pg 87-88, Para. 153	Discloses highly confidential pricing information and commission rates
EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Pg 132-133, Para. 242	Discloses highly confidential business arrangement and contracts, as well as distribution metrics
EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Pg 132-133, Para. 242, n. 546	Discloses highly confidential business arrangement and contracts, as well as distribution metrics
EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)	Pg 148, Para. 271	Discloses confidential pricing information, including commission rates
EXHIBIT 4 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN	Pg 158, Para. 286, n. 644	Discloses highly confidential business strategy document

SUPPORT THEREOF (MDL ECF 484)		
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 90-91, para. 110	Discloses confidential information about Amazon's discount rate
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 93, para. 112	Disclose Amazon's confidential business strategy
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 93, fn 153	Discloses Amazon's confidential market share data for its Appstore.
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)	Page 94, para. 114	Discloses Amazon's confidential discount, revenue, and sales data
MATCH PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON GOOGLE'S COUNTERCLAIMS (MDL ECF 486)	Ex. 6	Discloses Amazon's highly confidential business strategy, financial, and pricing information
DEFENDANTS' OPPOSITION TO MATCH PLAINTIFFS'	Ex. 16	Discloses Amazon's highly confidential business strategy,

MOTION FOR PARTIAL SUMMARY JUDGMENT (MDL ECF 506)		financial, and pricing information
CONSUMER AND STATE PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER (MDL ECF 508)	pg 2, line 21-23	Discloses Amazon's discount and pricing information
CONSUMER AND STATE PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER (MDL ECF 508)	p. 15, line 19	Discloses Amazon's discount and pricing information
CONSUMER AND STATE PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER (MDL ECF 508)	Ex. 7	Discloses Amazon's highly confidential business strategy, financial, and pricing information
CONSUMER AND STATE PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER (MDL ECF 508)	Ex. 19	Discloses Amazon's highly confidential business strategy, financial, and pricing information

I declare under penalty of perjury under the laws of New York and the United States of America that the foregoing is true and correct.

Executed on July 7, 2023

  
Donn Morrill

# **EXHIBIT 5**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION

Case No. 3:21-MD-02981-JD

**DECLARATION OF YUSUKE  
TOYAMA PURSUANT TO LOCAL  
RULE 79-5(e)(1) IN SUPPORT OF  
SEALING CERTAIN CONFIDENTIAL  
INFORMATION**

1 I, Yusuke Toyama, hereby declare as follows:

2 1. I work for Aniplex, Inc. ("Aniplex") in Tokyo, Japan. I have been employed by  
3 Aniplex since July 2014, and I have been the Senior Vice President of the Game Business Group  
4 since July 2020. I have personal knowledge of the following facts unless otherwise stated. I read  
5 English proficiently and I understand the contents of this declaration.

6 2. I submit this declaration pursuant to Civil Local Rule 79-5. The contents of this  
7 declaration are true and correct to the best of my knowledge, information and belief. This  
8 declaration is based on my personal knowledge of Aniplex's policies and practices as they relate  
9 to the treatment of confidential information, the materials that were provided to me and reviewed  
10 by me, and/or conversation with other knowledgeable employees of Aniplex. If called upon as a  
11 witness, I could and would testify competently thereto.

12 3. I understand that Google is submitting a request to seal certain portions of materials  
13 that pertain to certain non-public, highly confidential, highly competitively sensitive aspects of  
14 Google's relationship with Aniplex. I have not specifically described those materials in this  
15 declaration, which I understand will be publicly filed, because describing them in a public  
16 document would itself necessarily reveal competitively sensitive information relating to Aniplex  
17 and thus defeat the purpose of the sealing request. Nonetheless, Aniplex supports Google's  
18 motion to seal those materials because disclosure of those materials would significantly prejudice  
19 Aniplex's competitive position and cause substantial harm to Aniplex's relationship with its  
20 business partners. Accordingly, there is good cause and there are compelling reasons to seal this  
21 material.



1 I declare under the penalty of perjury under the laws of the United States that the foregoing  
2 is true and correct to the best of my knowledge and that this declaration was executed on July 10,  
3 2023 in Tokyo, Japan.

4  
5 Respectfully submitted,

6  
7 Dated: July 10, 2023

8   
9 YUSUKE TOYAMA  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 6**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

Judge: Hon. James Donato

*EPIC GAMES, INC. V. GOOGLE LLC ET AL.*,  
CASE. NO. 3:20-CV-05671-JD

*IN RE GOOGLE PLAY CONSUMER ANTITRUST*  
LITIGATION, CASE No. 3:20-CV-05761-JD

*IN RE GOOGLE PLAY DEVELOPER ANTITRUST*  
LITIGATION, CASE No. 3:20-CV-05792-JD

*STATE OF UTAH, ET AL. V. GOOGLE LLC ET AL.*,  
CASE No 3:21-CV-05227-JD

**DECLARATION OF JEFFREY EZELL IN SUPPORT OF**  
**JOINT OMNIBUS SEALING MOTION**

1 I, Jeffrey Ezell, declare as follows:

2 1. I am currently Vice President of Business Development at AT&T Services, Inc.  
3 (“AT&T”). I have been employed by AT&T, or its predecessor companies, since 1997, and I  
4 have served in a business development role for much of that period. My responsibilities in this  
5 role include negotiating, on behalf of AT&T, commercial agreements with third parties,  
6 including Google LLC and other mobile app developers. Such agreements often entail the  
7 marketing or distribution of non-AT&T content or services through AT&T distribution channels,  
8 including AT&T-distributed devices.

9 2. I submit this declaration in support of the Parties’ joint omnibus sealing motion in In Re  
10 Google Play Store Antitrust Litigation, Case No. 3:21-md-02981-JD.

11 3. AT&T is a mobile carrier that offers wireless service and distributes and sells mobile  
12 devices for use on AT&T’s wireless network.

13 4. For the devices AT&T distributes or sells to its network subscribers, AT&T may  
14 preinstall or preload certain mobile apps, which are then immediately available to the consumer  
15 upon device set-up without the consumer having to separately download those apps from a  
16 digital app store. The preinstallation or preloading of mobile apps onto a device may be governed  
17 by a commercial agreement between AT&T and a third-party app developer, content provider, or  
18 service provider (collectively, “counterparties”).

19 5. AT&T negotiates and contracts with such app developers and content or service  
20 providers, including developers and/or providers that may compete with one another in the  
21 mobile app ecosystem.

22 6. AT&T, like other mobile carriers, has also previously offered its wireless subscribers a  
23 payment service known as direct carrier billing. Direct carrier billing allows wireless subscribers  
24 to pay for certain non-AT&T mobile purchases through the subscriber’s monthly wireless bill.  
25 Direct carrier billing arrangements are also governed by commercial agreements between AT&T  
26 and its counterparties.

1 7. Competitor wireless carriers may also distribute or sell mobile devices for use on that  
2 competitor's network. Competitor mobile carriers may also choose to preinstall or preload  
3 mobile apps onto that carrier's devices or offer direct carrier billing services to their subscribers.

4 8. AT&T seeks out commercial relationships to provide, market, or distribute content and/or  
5 services on its devices that may be beneficial to mobile device consumers.

6 9. The terms of AT&T's commercial agreements with app developers and content or service  
7 providers are non-public, highly sensitive business information. AT&T considers the terms of  
8 these commercial agreements to be highly confidential.

9 10. The terms of the commercial agreements are individually negotiated with counterparties  
10 based on the unique circumstances of the relationship between AT&T and the counterparty.  
11 These unique circumstances may include financial and other economic considerations, as well  
12 non-financial terms and conditions that reflect or reveal AT&T proprietary information or  
13 business strategy.

14 11. Public disclosure of the specific deal terms of AT&T's commercial agreements would  
15 significantly harm AT&T's commercial relationships and its ability to conduct business with  
16 counterparties and prospective counterparties. Specifically, current and prospective  
17 counterparties could use the confidential deal information to their advantage when negotiating  
18 with AT&T, thereby harming AT&T's business and competitive interests.

19 12. Public disclosure of the specific deal terms in AT&T's commercial agreements would  
20 also disadvantage AT&T relative to other mobile wireless carriers that could use AT&T's  
21 confidential information to their advantage when competing with AT&T to market their device  
22 and service portfolio to current and/or prospective wireless subscribers. Public disclosure of the  
23 contractual terms would thus do significant damage to AT&T's business and competitive  
24 interests.

25 13. Additionally, public disclosure of contractual terms at different points in time of AT&T's  
26 prior business dealings will reveal changes, if any, to AT&T's contractual terms over time.  
27 Disclosure of trends in AT&T's contractual dealings would provide competitors and current or  
28

prospective counterparties with valuable insight into AT&T's commercial dealings and strategy, and allow them to leverage that information to disadvantage AT&T in its own business dealings.

14. The following information contained in Plaintiffs' filings that are the subject of the joint omnibus sealing motion is highly sensitive business information and confidential. The information derives from confidential material that I understand was either produced by AT&T in response to non-party subpoenas or civil investigative demands or shared with Google as part of a confidential commercial business relationship between AT&T and Google.

15. As described in detail above and below, AT&T has compelling reasons that overcome public policies favoring disclosure and access in court proceedings.

**Specific Information To Be Sealed**

**(EXHIBIT 29 TO PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR  
PARTIAL SUMMARY JUDGMENT (MDL ECF 509))**

16. **Page 72.** The information reveals the outcome and/or result of a confidential AT&T business relationship.

**(EXHIBIT 36 TO PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR  
PARTIAL SUMMARY JUDGMENT (MDL ECF 509))**

17. **Page 87, paragraph 177, the sentence beginning with "Commencing" and ending in "examples."** This sentence describes a confidential AT&T business relationship and attributes certain characteristics to that relationship.

18. **Page 87, paragraph 177, beginning with "From" through "Google".** This sentence describes specific financial deal terms of AT&T's contracts. These deal terms are not public, and AT&T has a reasonable expectation of confidentiality in its contractual relationships. Public disclosure of specific deal terms, including terms historical in nature, would significantly impair AT&T's ability to negotiate agreements with third parties. Public disclosure of historical deal terms provides AT&T's competitors and current or prospective counterparties with information as to whether and/or how AT&T's deal terms have evolved over time, thereby providing competitors and current or prospective counterparties with valuable insight into AT&T's

1 commercial dealings and strategy. Competitors and current or prospective counterparties could  
2 then leverage this information to disadvantage AT&T. For example, current or prospective  
3 counterparties could use this information to its advantage in negotiations with AT&T directly or  
4 in negotiations with AT&T's competitors. Similarly, AT&T's competitors could use this  
5 information in negotiations with their own current or prospective business relationships to  
6 undermine AT&T's commercial interests.

7 **19. Page 87, paragraph 177, footnote 405.** These sentences describe specific financial deal  
8 terms of AT&T's contracts. These deal terms are not public, and AT&T has a reasonable  
9 expectation of confidentiality in its contractual relationships. As described above, public  
10 disclosure of specific deal terms, including terms historical in nature, would significantly impair  
11 AT&T's ability to negotiate agreements with third parties, as well as provide AT&T's  
12 competitors with information that could be used to undermine AT&T's commercial relationships  
13 and interests. The footnote also reveals the identity of a source of AT&T confidential  
14 information.

15 **20. Page 91, paragraph 185, the sentences beginning "In 2013" and ending in footnote**  
16 **436.** These sentences describe specific financial and non-financial deal terms of AT&T's  
17 contracts and negotiations that accompanied those deal terms. The information further describes  
18 whether and/or how specified AT&T contractual terms evolved over time and business  
19 communications around the negotiation of the terms, thereby revealing confidential information  
20 about AT&T's business strategy and priorities. These deal terms and attendant negotiations are  
21 not public, and AT&T has a reasonable expectation of confidentiality in its contractual dealings.  
22 As described above, public disclosure of specific deal terms, including terms historical in nature,  
23 would significantly impair AT&T's ability to negotiate agreements with third parties, as well as  
24 provide AT&T's competitors with information that could be used to undermine AT&T's  
25 commercial relationships and interests. Public disclosure would also violate parties' expectations  
26 of confidentiality in private business dealings.

1       21. **Page 91, footnote 433, first word.** The sealed information reveals the identity of a  
2 source of AT&T confidential information.

3       22. **Page 91, footnote 434, first word.** The sealed information reveals the identity of a  
4 source of AT&T confidential information.

5       23. **Page 91, paragraph 185, footnote 435.** This sentence describes specific financial deal  
6 terms of AT&T's contracts. These deal terms are not public, and AT&T has a reasonable  
7 expectation of confidentiality in its contractual relationships. As described above, public  
8 disclosure of specific deal terms, including terms historical in nature, would significantly impair  
9 AT&T's ability to negotiate agreements with third parties, as well as provide AT&T's  
10 competitors with information that could be used to undermine AT&T's commercial relationships  
11 and interests.

12       24. **Page 91, paragraph 185, footnote 436.** This information describes specific financial  
13 deal terms of AT&T's contracts. These deal terms are not public, and AT&T has a reasonable  
14 expectation of confidentiality in its contractual relationships. This information also describes  
15 specific business communications around the negotiation of AT&T's contractual terms, thereby  
16 revealing confidential information about AT&T's business strategy and priorities. These  
17 business communications are not public, and AT&T has a reasonable expectation of  
18 confidentiality in its contractual dealings. As described above, AT&T's deal terms are  
19 confidential, not public, and disclosure would significantly impair AT&T's ability to negotiate  
20 with third parties as well as provide AT&T's competitors with information that could be used to  
21 undermine AT&T's commercial relationships and interests. Public disclosure would also violate  
22 parties' expectations of confidentiality in private business dealings.

23       **(EXHIBIT 17 TO DEFENDANTS' NOTICE OF MOTION AND MOTION FOR**  
24       **PARTIAL SUMMARY JUDGMENT (MDL ECF 483))**

25       25. **Exhibit 17 in its entirety.** Exhibit 17 sets forth specific AT&T contractual and deal  
26 terms, including financial and non-financial terms and obligations. As described above, these  
27 terms are confidential, not public, and disclosure would significantly impair AT&T's ability to  
28



1 negotiate with third parties as well as provide AT&T's competitors with information that could  
 2 be used to undermine AT&T's commercial relationships and interests. Additionally, public  
 3 disclosure of contractual terms at different points in time of AT&T's prior business dealings  
 4 would reveal changes, if any, in AT&T's contractual terms over time. Disclosure of trends in  
 5 AT&T's contractual dealings would provide competitors and current or prospective  
 6 counterparties with valuable insight into AT&T's commercial dealings, priorities, and strategy  
 7 that could be used to disadvantage AT&T.

8 **(EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE**  
 9 **MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND**  
 10 **AUTHORITIES IN SUPPORT THEREOF)**

11 26. **Page 77, paragraph 98, footnote 222.** The information describes the nature of a  
 12 confidential AT&T business relationship.

13 27. **Page 77, paragraph 98, footnote 223** The information reveals confidential information  
 14 about an AT&T business relationship.

15 28. **Page 79, paragraph 99, beginning with "For example" through "itself."** These  
 16 sentences describe specific financial deal terms of AT&T's contracts. These deal terms are not  
 17 public, and AT&T has a reasonable expectation of confidentiality in its contractual relationships.  
 18 As described above, public disclosure of specific deal terms, including terms historical in nature,  
 19 would significantly impair AT&T's ability to negotiate agreements with third parties, as well as  
 20 provide AT&T's competitors with information that could be used to undermine AT&T's  
 21 commercial relationships and interests. Disclosure of trends in AT&T's contractual dealings  
 22 would provide competitors and current or prospective counterparties with valuable insight into  
 23 AT&T's commercial dealings, priorities, and strategy that could be used to disadvantage AT&T.

24 29. **Page 79, paragraph 99, footnote 230.** The information describes the nature of a  
 25 confidential AT&T business relationship.

26 30. **Page 187, paragraph 289, footnote 621.** The information describes the nature of  
 27 confidential AT&T business relationships.

1 31. **Page 237, paragraph 374, footnote 771.** The information describes the nature of  
2 confidential AT&T business relationships.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is  
4 true and accurate to the best of my knowledge and belief, and that this declaration was executed  
5 in Atlanta, Georgia on June 30, 2023.

6  
7 June 30, 2023

A handwritten signature in black ink, appearing to read "Jeffrey Ezell", is written over a horizontal line.

8 Jeffrey Ezell  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 7**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

Case No.: 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

DECLARATION OF CASSIE STRATFORD  
IN SUPPORT OF OMNIBUS MOTION TO  
SEAL

*Epic Games, Inc. v. Google LLC, Case No.  
3:20-cv-05671-JD*

*In Re Google Play Consumer Antitrust, Case  
No. 3:20-cv-05671*

*Utah v. Google LLC, Case No. 3:21-cv-  
05227-JD*

*Match Group, LLC., et al. v. Google LLC, et  
al., Case No. 3:22-cv-02746-JD*

I, Cassie Stratford, declare as follows:

1. I am the Senior Vice President of Legal Operations and Regulatory Compliance for Boyd Gaming Corporation (“Boyd”).

2. Boyd’s subsidiary, Boyd Interactive Gaming, Inc. is responsible for many of Boyd’s online and mobile gaming operations, including the Stardust Social Casino application, which is available for download through the Google Play Store.

3. Through my position, I am familiar with the Stardust Social Casino application, its operation, and generally Boyd’s efforts to protect confidential and sensitive business information.

4. I make this declaration pursuant to Civil Local Rule 79-5 in support of the omnibus sealing motion filed in the above-captioned matter, specifically with respect to Boyd’s

1 confidential information contained in Exhibit 2 to Defendants' Notice of Motion and Motion to  
 2 Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support  
 3 of Thereof [MDL Dkt. No. 487], Exhibit 3a to the Expert Report of Dr. Gregory K. Leonard, on  
 4 pages 253, 683, and 690.

5 5. Specified portions of Exhibit 3a should remain under seal as set forth below.

6 6. Exhibit 3a contains confidential financial information related to the Stardust  
 7 Social Casino application, including metrics related to consumer spend, associated performance  
 8 in the Google Play Store, and the percentage of associated Google Play Store service fees.

9 7. Boyd does not disclose these pieces of commercially sensitive business  
 10 information and requests that the information remain sealed as such disclosure would put it at a  
 11 competitive disadvantage.

12 8. Public disclosure of the confidential information contained in Exhibit 3a would  
 13 provide insight into the usage and monetization of the application and allow competitors to  
 14 identify potential areas that may be exploited to undercut the Stardust Social Casino offering.

15 9. The other specified information in Exhibit 3a, including service fee information  
 16 and ranking information, would allow competitors to understand or approximate the consumer  
 17 spend on Stardust Social Casino and reveal the percentage of revenue that Boyd pays in fees.

18 10. Boyd takes steps to maintain its consumer spend and service fee information as  
 19 confidential. This type of financial information is not shared outside of the company, and  
 20 disclosure of it within the company is limited to persons who are subject to confidentiality  
 21 obligations and who have a need to know the information.

22 11. Boyd has reasonably confined its redactions to Exhibit 3a to the minimum necessary  
 23 to protect confidential, competitively sensitive information:

24 **SPECIFIC INFORMATION TO BE SEALED**

25 Exhibit 2 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J.  
 26 Singer; Memorandum and Points of Authorities in Support of Thereof , at its Exhibit 3a:

- 27 • Page 253, all data in the row for App Package Name "com ati b2bsocial stardust"
- 28 • Page 683 in its entirety

- Page 690 in its entirety

12. Except where otherwise indicated, I have personal knowledge of matters stated herein, and if called as a witness in this matter, I could and would testify thereto.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed on July 6, 2023 in Las Vegas, Nevada.

Respectfully submitted,

Dated: July 6, 2023

By:

Cassie Stratford

# **EXHIBIT 8**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**IN RE GOOGLE PLAY ANTITRUST  
LITIGATION**

Case No.: 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

*In Re Google Play Consumer Antitrust  
Litigation*, Case No. 3:20-CV-05761-JD.

**DECLARATION OF Li Jin**

I, Li Jin, declare as follows:

1. I am General Counsel at Century Games. I am an individual over 18 years of age. I have personal knowledge of the facts and if called and sworn as a witness to testify, I would competently testify thereto.

2. I submit this declaration in support of Century Games' request to keep certain information under seal.

3. The following page numbers, line numbers, and/or entirety of certain exhibits include Century Games' confidential and business strategy information that is highly confidential and would give competitors an unfair competitive advantage if disclosed. Thus, Disclosure of these information could result in significant injury to Century Games. *See Intel Corp. v. VIA Techs., Inc.*, 198 F.R.D. 525, 531 (N.D. Cal. 2000) ("Even a seemingly insignificant risk of disclosure cannot be ignored due to the threat of significant potential injury.")

- EXHIBIT 6 TO PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT (MDL ECF 509) - GOOG-PLAY-004146710.R
- EXHIBIT 6 TO PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT (MDL ECF 509) - GOOG-PLAY-004146713.R
- EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND

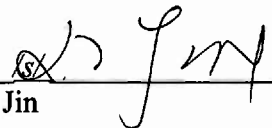


POINTS OF AUTHORITIES IN SUPPORT OF THEREOF - Exhibit 36c, Graph on  
page 912

- EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO  
EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND  
POINTS OF AUTHORITIES IN SUPPORT OF THEREOF - Exhibit 36c, Graph on  
page 913
- EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO  
EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND  
POINTS OF AUTHORITIES IN SUPPORT OF THEREOF - Exhibit 36c, Graph on  
page 917

I declare under penalty of perjury under the laws of the United States of America that the  
foregoing is true and correct.

Executed on June 27, 2023.

  
Li Jin

# **EXHIBIT 9**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF**  
**CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*Epic Games, Inc. v. Google LLC, Case No.  
3:20-cv-05671-JD*

*In re Google Play Consumer Antitrust, Case  
No. 3:20-cv-05761-JD*

*Utah v. Google LLC, Case No. 3:21- cv-  
05227-JD*

*Match Group, LLC. et al. v. Google LLC et al.,  
Case No. 3:22-cv-02746-JD*

Case No. 3:21-md-02981-JD

**DECLARATION OF ANNIE CHEN IN  
SUPPORT OF OMNIBUS MOTION TO  
SEAL**


Judge James Donato

- 1 I, Annie Chen, declare as follows:
- 2 I am currently Senior Counsel for North America at Cognosphere, LLC (“HoYoverse”). I have been  
employed at HoYoverse since December, 2022. I write on behalf of the internal business teams that are  
familiar with, and responsible for, the financial information of HoYoverse, including revenue and  
expenses, with whom I consulted closely on the matter of this declaration. This declaration is true and  
correct to the best of my knowledge.
- 3 I make this declaration in support of the omnibus sealing motion filed in the above-captioned matter,  
specifically with respect to HoYoverse’s information contained in the following exhibits:

- Exhibit 2 to Defendant's Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support of Thereof (hereinafter, "Exhibit 2").

- 4 HoYoverse is a private video game development and publishing company, dedicated to creating immersive virtual world experiences and products for players around the globe. As a private company in the entertainment industry, the significance of safeguarding the confidentiality of internal financial data cannot be overstated. HoYoverse undertakes extraordinary measures to preserve the confidentiality of its non-public business and financial information, particularly surrounding HoYoverse's product revenue.
- 5 Sensitive information about HoYoverse's pricing strategy and revenue is included on, and can be further inferred from, Exhibit 2. Exhibit 2 declares a percentage paid by HoYoverse to the Google Play Store in service fees for a particular product.
- 6 Making public such information would negatively impact HoYoverse's ability to negotiate customer/vendor contracts and future business relationships. Retaining confidentiality for this commercially sensitive information is also significant to HoYoverse's ability to compete in the interactive media entertainment industry by preventing competitors from exploiting the insight gained into the company's financial performance, market share, and growth rate/plans.
- 7 I understand that Google's Omnibus Motion to File Under Seal requests the Court to maintain certain information under Seal. For the reasons stated above, it is my belief that the financial information provided in Exhibit 2 represents highly sensitive and confidential business information such that the disclosure would cause substantial harm to HoYoverse if unsealed.
- 8 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,  
Dated: July 12, 2023

By:   
Annie Chen

# **EXHIBIT 10**

## DECLARATION

Mondraw Limited, a Hong Kong company, having its principal place of business at Unit 1003, 10/F., Tower 2, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, would like to include following confidential information in the joint omnibus sealing motion.

Originating Document	Page/Para. Citation
Exhibit 2 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support of thereof (MDL Dkt. No. 487-3)	Exhibit 3b, Graph on page 255 of 1150
Exhibit 2 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support of thereof (MDL Dkt. No. 487-3)	Exhibit 36b, Graph on page 796 of 1150

By: Mondraw Limited

Name:

Title:

Date:

*Ch. Tsang*  
*CEO*  
*7/10, 2023*

# **EXHIBIT 11**

1 KEKER, VAN NEST & PETERS LLP  
2 R. ADAM LAURIDSEN #243780  
3 alauridsen@keker.com  
4 633 Battery Street  
5 San Francisco, CA 94111-1809  
6 Telephone: 415 391 5400  
7 Facsimile: 415 397 7188

8 Attorneys for Non-Party  
9 ELECTRONIC ARTS INC.

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 IN RE GOOGLE PLAY STORE ANTITRUST  
13 LITIGATION

Case No. 3:21-md-02981-JD

14 **DECLARATION OF BETSY CONTRO IN  
15 SUPPORT OF OMNIBUS SEALING  
16 MOTION**

Judge: Hon. James Donato

Date Filed: February 5, 2021



1 I, Betsy Contro, declare:

2 1. I am not a party to this action and am over the age of 18 years. I submit this  
3 declaration pursuant to Northern District of California Civil Local Rule 79-5. Unless otherwise  
4 stated, the contents of this declaration are based on my personal knowledge, and if called as a  
5 witness in this matter, I could and would testify thereto.

6 2. Electronic Arts Inc. ("EA") is one of the world's leading digital interactive  
7 entertainment companies. It develops, publishes, and distributes games, content, and services for  
8 video game consoles, personal computers, and mobile devices.

9 3. I am an employee of EA and my title is Senior Counsel, Litigation. I am  
10 responsible for managing EA's civil litigation matters, including EA's collection and production  
11 of corporate documents. I am familiar with EA's document storage policies, including the steps  
12 EA takes to ensure that certain documents remain confidential and are accessible only by a  
13 limited group of authorized employees.

14 4. EA does not publicly disclose the terms of its distribution and marketing  
15 agreements with Google. This confidential information is commercially sensitive because EA  
16 frequently engages in negotiations with partners over such deals, and the public disclosure of  
17 terms would give EA's other negotiating partners a strategic advantage in those negotiations. EA  
18 does not share this type of agreement information with third-parties, and allowing them access to  
19 it through public disclosure in this litigation would prejudice EA and cause EA competitive harm.

20 5. EA also does not disclose sales and customer data for mobile games. This  
21 confidential financial information is commercially sensitive because EA uses this data for its  
22 strategic planning and game-development adjustments, among other purposes. Public disclosure  
23 of this information would provide EA's competitors with useful insights into the performance of  
24 EA's games, such as certain features or offerings that are particularly successful, and the  
25 purchasing behavior of EA's customers. EA does not share this type of information with its  
26 competitors, and allowing them access to it through public disclosure in this litigation would  
27 prejudice EA and cause EA competitive harm. EA's competitors would be able to use this type  
28 of information to alter their own product development strategies, to better position their own

products to compete against EA, and to target EA's customer relationships for disruption. The public disclosure of such information would give EA's competitors an unfair advantage because EA would not have access to similar information for those competitors.

6. I understand that certain documents submitted in connection with dispositive motions and motions to exclude expert opinions reference information about EA that has been designated "Non-Party Highly Confidential - Outside Counsel Eyes Only." I have reviewed excerpts from those documents, provided to me by counsel for Defendants. EA hereby respectfully seeks the sealing of the following excerpts for the listed reasons:

Excerpt Location	General Description	Reason for Sealing
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF (MDL ECF 484)  Page 283, Para. 447	Description of terms in EA's addendum to distribution agreement with Google.	EA does not publicly disclose the terms of its distribution agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)  Page 82, Para. 167	Description of terms in EA's marketing agreement with Google.	EA does not publicly disclose the terms of its marketing agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND	Graph depicting in-app purchasing behavior of EA's customers for a recent game.	EA does not publicly disclose the in-app purchasing behavior its customers.

Excerpt Location	General Description	Reason for Sealing
<p>MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)</p> <p>Page 125, Figure 17</p>		Customer purchasing behavior is commercially sensitive information, and EA's competitors could use it to specifically target EA's customers and/or adapt their games to be more attractive to EA's customers. EA would be prejudiced by the public disclosure of this information.
<p>EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)</p> <p>Page 256</p>	Chart depicting in-app purchasing behavior of EA's customers for a recent game.	EA does not publicly disclose the in-app purchasing behavior its customers. Customer purchasing behavior is commercially sensitive information, and EA's competitors could use it to specifically target EA's customers and/or adapt their games to be more attractive to EA's customers. EA would be prejudiced by the public disclosure of this information.
<p>EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF (MDL ECF 487)</p> <p>Page 926</p>	Graph depicting certain sales and revenue data for a recent EA game.	EA does not publicly disclose this sales and revenue data for the game at issue. This sales and revenue data is commercially sensitive because it would allow EA's competitors to assess the performance of EA's game and to better position their competing games against it.

7. EA has sought to seal the narrowest amount of information possible while still protecting EA from the harm that would result from the public disclosure of this sensitive confidential information.

////

---

BETSY CONTRO

# **EXHIBIT 12**

1  
2  
3  
4  
**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY CONSUMER  
ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

THIS DOCUMENT APPLIES TO:

*All Related Actions*

**DECLARATION OF LOGAN PETTIGREW  
ON BEHALF OF NON-PARTY APPLOVIN  
CORPORATION AND MAGIC TAVERN,  
INC. IN SUPPORT OF THE PARTIES'  
JOINT OMNIBUS SEALING MOTION**

No Hearing Unless Requested by the Court

The Honorable James Donato

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
**I, Logan Pettigrew, declare as follows:**

1. I am Sr. Managing Litigation & Regulatory Counsel for non-party AppLovin Corporation (“AppLovin”) and Magic Tavern, Inc. (“Magic Tavern”), a wholly owned subsidiary of AppLovin (together with AppLovin, the “Non-Party AppLovin Entities”). I am an active member in good standing of the bars of the States of New York and New Jersey. Except as otherwise noted, I have personal knowledge of the facts set forth in this Declaration.

2. Pursuant to Civil Local Rule 79-5, the Stipulated Second Amended Supplemental Protective Order Governing Production of Protected Non-Party Materials entered by the Court on May 25, 2022 (MDL Dkt. No. 248) (the “Stipulated Protective Order”), the Court’s Order (MDL Dkt. No. 496), and the Standing Order for Civil Cases before Judge James Donato, I submit this Declaration on behalf of the Non-Party AppLovin Entities in support of the parties’ Joint Omnibus Sealing Motion (the “Motion to Seal”).

3. The Motion to Seal sets forth the specific documents sought to be sealed, which include designated portions of the parties’ papers filed in support of and in opposition to the parties’ dispositive motions and to exclude certain expert opinions (the “Motion Papers”) in *In re Google Play Store Antitrust*

1 *Litigation*, MDL Dkt. Nos. 480, 483–84, 486–87, 506, 508–09, 512, 523–24, 526–27; *see also In re Google*  
 2 *Play Consumer Antitrust Litigation*, No. 3:20-cv-05761-JD) (N.D. Cal.), Dkt. Nos. 377, 379, 381, 392, 394,  
 3 396, 406, 408, 410, 415–16, 418 (identical versions), *State of Utah, et al. v. Google LLC et al.*, No. 3:21-  
 4 cv-05227-JD (N.D. Cal.), Dkt. Nos. 377, 379, 381, 395, 397–98, 406–07, 409 (identical versions); *Match*  
 5 *Group, LLC et al. v. Google LLC et al.*, No. 3:22-cv-02746-JD (N.D. Cal.), Dkt. Nos. 156, 158, 166, 168,  
 6 172–73 (identical versions); *Epic Games, Inc. v. Google LLC et al.*, No. 3:20-cv-05671-JD (N.D. Cal.),  
 7 Dkt. Nos. 407, 412, 416 (identical versions).

8 4. As set forth in the chart below, certain narrowly tailored portions of the parties’ Motion  
 9 Papers, specifically Exhibit 2 to Defendants’ Notice of Motion and Motion to Exclude Merits Opinions of  
 10 Dr. Hal J. Singer and the Memorandum and Points of Authorities In Support Thereof (MDL Dkt. No. 487)  
 11 (the “Singer Exclusion Motion”), include non-public, sensitive, and confidential business and financial  
 12 information of the Non-Party AppLovin Entities, which the parties have already designated as “Non-Party  
 13 Highly Confidential – Outside Counsel Eyes Only” pursuant to the Stipulated Protective Order.

14 5. For the reasons identified below, “good cause” and “compelling reasons” exist to seal those  
 15 narrowly tailored portions of the Singer Exclusion Motion that include the Non-Party AppLovin Entities’  
 16 non-public, sensitive, and confidential business and financial information, including specific revenue, sales,  
 17 and cost information related to the Non-Party AppLovin Entities’ distribution of a mobile game on the  
 18 Google Play Store, the disclosure of which would likely provide competitors in the mobile gaming industry  
 19 with a strategic and unfair business advantage over the Non-Party AppLovin Entities. As evident from the  
 20 parties’ Motion Papers and other filings in this action, mobile game developers, like the Non-Party  
 21 AppLovin Entities, operate in the highly competitive mobile gaming industry, typified by a very large  
 22 number of market participants and relatively low entry costs. The Non-Party AppLovin Entities’ non-  
 23 public, sensitive, and confidential business and financial information at issue in the parties’ Motion to Seal  
 24 could be used by competitors to extrapolate the Non-Party AppLovin Entities’ specific revenues from the  
 25 distribution of a mobile game on the Google Play Store, to deduce the Non-Party AppLovin Entities’  
 26 individual or aggregate relative market share in certain mobile game categories, to determine the Non-Party

AppLovin Entities' user engagement and other statistics on the mobile game, including the success of certain pricing models, and to calibrate their own pricing, mobile game distribution plans, and other business methods to undercut the Non-Party AppLovin Entities' market position in the mobile gaming industry. In addition, the public has little, if any, interest in this non-party information and the competitive harm that disclosure would create for the Non-Party AppLovin Entities outweighs any slight public interest that may exist. As further detailed in the chart below, these considerations strongly support sealing those limited portions of the Singer Exclusion Motion that include this non-public, sensitive, and confidential business and financial information of the Non-Party AppLovin Entities.

Document Name / Docket Number	Non-Party AppLovin Entity/Entities	Sealable Portions	Reason(s) for Confidentiality
Exhibit 2 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer and the Memorandum and Points of Authorities In Support Thereof (MDL Dkt. No. 487)	AppLovin & Magic Tavern	Pages 255, 905, 919	This non-public, sensitive, and confidential information discloses Magic Tavern's average monthly revenue, total annual revenue, and average in-app purchase prices from a mobile game distributed through the Google Play Store and compares that information to other mobile app developers that distribute their apps through the Google Play Store. The disclosure of this non-public, sensitive, and confidential information could place Magic Tavern and AppLovin at a competitive disadvantage by allowing competitors in the mobile gaming industry to extrapolate Magic Tavern's or AppLovin's specific revenue from a mobile game distributed through the Google Play Store, relative market share in the mobile gaming industry, user engagement and other statistics on the mobile game, and to make changes to their own business models, including their pricing and distribution plans, to harm Magic Tavern's and AppLovin's competitive position in the mobile gaming industry.

6. As such, "good cause" and "compelling reasons" exist to seal those narrowly tailored portions of the Singer Exclusion Motion that include non-public, sensitive, and confidential business and



1 financial information of the Non-Party AppLovin Entities. As established above, the disclosure of this non-  
2 public, sensitive, and confidential business and financial information could place the Non-Party AppLovin  
3 Entities at a significant competitive disadvantage—in the already highly competitive mobile gaming  
4 industry—by allowing competitors in the mobile gaming industry to extrapolate the Non-Party AppLovin  
5 Entities’ specific revenues from the distribution of a mobile game on the Google Play Store, to deduce the  
6 Non-Party AppLovin Entities’ individual or aggregate relative market share in certain mobile game  
7 categories, to determine the Non-Party AppLovin Entities’ user engagement and other statistics on the  
8 mobile game, including the success of certain pricing models, and to calibrate their own pricing, mobile  
9 game distribution plans, and other business methods to undercut the Non-Party AppLovin Entities’ market  
10 position in the mobile gaming industry. In addition, the public has little, if any, interest in this non-party  
11 information and the competitive harm that disclosure would create for the Non-Party AppLovin Entities  
12 outweighs any slight public interest that may exist. These considerations strongly support sealing those  
13 limited portions of the Singer Exclusion Motion that include the Non-Party AppLovin Entities’ non-public,  
14 sensitive, and confidential business and financial information.

15 7. For the reasons set forth above and in the parties’ Motion to Seal, I respectfully request  
16 that the parties’ Motion to Seal be granted to the extent that it concerns the non-public, sensitive, and  
17 confidential business and financial information of the Non-Party AppLovin Entities.

18 I declare under penalty of perjury under the laws of the United States of America that the foregoing  
19 is true and correct, and that I executed this Declaration in Washington, D.C., on July 6, 2023.

*/s/ Logan Pettigrew*

Logan Pettigrew

# **EXHIBIT 13**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION

Case No. 3:21-md-02981-JD

DECLARATION OF KRISTOPHER KIEL IN  
SUPPORT OF GOOGLE'S  
ADMINISTRATIVE MOTION TO SEAL

I, Kristopher Kiel, declare as follows:

1. I am currently Senior Corporate Counsel in the Legal Department at Nintendo of America Inc. ("NOA"). I have worked at NOA since 2014. NOA is one of many subsidiaries of Nintendo Co., Ltd. ("NCL"), a corporation based in Japan. Although NCL and each of its subsidiaries (including NOA) are separate companies, for purposes of this declaration I will refer to NCL and its subsidiaries together as "Nintendo." The facts stated in this declaration are based on my own personal knowledge and, if called as a witness, I could testify to those facts.

2. In my current role at NOA, I am responsible for managing various legal matters including litigation matters. In my role I am aware of various agreements that Nintendo has with third parties and confidential financial and business information associated with those agreements and other business arrangements. Based on my work experience, I am familiar with Nintendo's business and strategies. Nintendo keeps business strategy information confidential to protect itself from competitive harm. A significant part of my role entails being aware of and protecting the confidentiality of that information.

3. I understand that Parties have in the above-captioned legal case have submitted to the Court papers in support of and in opposition to dispositive motions and to exclude expert opinions (Daubert Motions) at Dkt. Nos. 480, 483, 484, 486, 487, 506, 508, 509, 512, 523, 524, 526, 527). I also understand that Google is filing a motion to seal portions of Exhibits 6 submitted in support of Plaintiffs Opposition for Defendants' Motion for Partial Summary Judgment (Dkt. 509) and Exhibit 2 submitted in support of Defendants' Notice Of Motion And

1 Motion To Exclude Merits Opinions Of Dr. Marc Rysman; Memorandum Of Points And  
 2 Authorities In Support Thereof (Dkt. 484). I make this declaration in support of Google's  
 3 motion to seal. I have reviewed certain portions Exhibit 6 (submitted in support of Dkt. 509),  
 4 including portions of GOOG-PLAY004146698.R at Page 11, portions of GOOG-  
 5 PLAY004146699.R at Page 12, portions of GOOG-PLAY004146701.R at Page 14, portions of  
 6 GOOG-PLAY004146702.R at Page 15, portions of GOOG-PLAY004146703.R at Page 16,  
 7 GOOG-PLAY-004146707.R at Page 20, portions of GOOG-PLAY-004146713.R at Page 26,  
 8 GOOG-PLAY004146729.R at Page 43, portions of GOOG-PLAY004146731.R at Page 44,  
 9 GOOG-PLAY004146732.R at Page 45, portions of GOOG-PLAY004146738.R at Page 51,  
 10 GOOG-PLAY004146739.R at Page 52, portions of GOOG-PLAY004146740.R at Page 53, and  
 11 portions of GOOG-PLAY004146746.R at Page 53. I have also reviewed portions Paragraph 447  
 12 on Page 283 of Exhibit 2 (submitted in support of Dkt. 283). Several portions of the documents I  
 13 reviewed refer to non-public information relating to Nintendo that is sensitive and highly  
 14 confidential. The information would potentially cause competitive harm to Nintendo if disclosed  
 15 to the public.

16 4. Several portions of the documents I reviewed relate to competitively sensitive  
 17 information about Nintendo's business relationship with Google. Paragraph 447 (Page 283) of  
 18 Exhibit 2 (Dkt. 484-3) describes details of a confidential non-public arrangement between  
 19 Nintendo and Google. The text above the table, table heading, and logo on the page labeled  
 20 GOOG-PLAY004146698.R (Page 11), text above the table, table heading, and logo on the page  
 21 labeled GOOG-PLAY004146701.R (Page 14), text in the row referencing Nintendo on the page  
 22 labeled GOOG-PLAY004146703.R (Page 16), the table headers and row of the table referencing  
 23 Nintendo on the page labeled GOOG-PLAY004146732.R (Page 45), and the text above the table,  
 24 table title, and logo on the page labeled GOOG-PLAY004146739.R (Page 52) of Exhibit 23 (Dkt.  
 25 509-23) also describe information about a confidential non-public arrangement between Nintendo  
 26 and Google. The line referencing Nintendo on the page labeled GOOG-PLAY004146699.R (Page  
 27 12), text in the row referencing Nintendo on the page labeled GOOG-PLAY004146703.R (Page  
 28 16), title and footnote on the page labeled GOOG-PLAY-004146713.R (Page 26) and the text



1 referencing the relationship between Google and Nintendo on bottom of pages labeled GOOG-  
 2 PLAY004146729.R (Page 43), and GOOG-PLAY004146731.R (Page 44) of Exhibit 23 (Dkt.  
 3 509-23) include information that reflect whether Nintendo has executed contracts with Google  
 4 that contain certain substantive provisions.

5         5. Nintendo treats its business arrangements with Google, including its contracts and  
 6 the specific provisions within them, as highly confidential. Nintendo's agreements with Google  
 7 reflect sensitive information about Nintendo's business strategies, including strategies for  
 8 negotiation with partners and developing content and partnering with content platform operators  
 9 such as Google. The provisions and details about their arrangement, terms, and negotiation are  
 10 not available to the public. Disclosure of that information could lead to substantial competitive  
 11 harm to Nintendo because competitors could use the provisions in Nintendo's contracts with  
 12 Google to Nintendo's detriment. Competitors seeking to make inroads with Google could copy  
 13 the contractual provisions that Nintendo negotiated with Google. For example, competitors could  
 14 attempt to structure their deals to match the financial and term provisions of Nintendo's contract  
 15 with Google. That would obviate any competitive advantage Nintendo obtained through its  
 16 negotiations with Google. More broadly, competitors could adopt Nintendo's general approach  
 17 to working with content platform operators and, by doing so, gain ground on Nintendo in  
 18 competing to develop and distribute content.

19         6. Many of the documents I reviewed include highly confidential financial  
 20 information. The header of the table and row referencing Nintendo on the page labeled GOOG-  
 21 PLAY004146699.R (Page 12), table column titles and row referencing Nintendo on the page  
 22 labeled GOOG-PLAY004146703.R (Page 16), table headers and row referencing Nintendo on the  
 23 page labeled GOOG-PLAY004146707.R (Page 20), line referencing Nintendo on the page  
 24 labeled GOOG-PLAY004146729.R (Page 43), line referencing Nintendo on the page labeled  
 25 GOOG-PLAY004146731.R (Page 44), table header and line referencing Nintendo on the page  
 26 labeled GOOG-PLAY004146732.R (Page 45), and table headers and line referencing Nintendo  
 27 on the page labeled GOOG-PLAY004146746.R (Page 59) of Exhibit 23 (Dkt. 509-23) describe  
 28 confidential financial details reflecting terms and performance of the business relationship

1 between Nintendo and Google.

2 7. The revenue, value, cost, spend, rankings, bookings, margins, and share  
3 information described in these documents is highly confidential and competitively sensitive  
4 information. This type of financial and marketing information is non-public. Nintendo keeps this  
5 information secret and confidential. Publicly disclosing revenue, value, cost, bookings, market,  
6 and share information relating to Nintendo and its business dealings with Google would result in  
7 competitive harm to Nintendo. Competitors could leverage that information to gain a more  
8 thorough understanding of Nintendo's business and marketing strategies and priorities relating to  
9 content development for Google and in general. Competitors could use that information against  
10 Nintendo by taking steps to counteract Nintendo's business strategies and priorities, such as  
11 Nintendo's approach to content development. The highly confidential financial and marketing  
12 information would provide competitors with an advantage they would not have if the information  
13 remained non-public.

14 8. Some of the material I reviewed relates to Nintendo's relationship with Google or  
15 other business partners. The slide title and logo on page labeled GOOG-PLAY004146701.R  
16 (Page 14), language above the graphic on the page labeled GOOG-PLAY004146739 (Page 52),  
17 and language on the page labeled GOOG-PLAY004146740.R (Page 53) describe Nintendo's  
18 relationship and negotiation strategy with Google. The slide heading and table and column titles  
19 and row referencing Nintendo on the page labeled GOOG-PLAY004146702.R (Page 15) and row  
20 referencing Nintendo, its market position, and its ranking on the page labeled GOOG-  
21 PLAY004146738.R (Page 42) reflect how Nintendo and Google view each other as partners and  
22 their respective market positions. The table header and line referencing Nintendo on the page  
23 labeled GOOG-PLAY004146732.R (Page 45) reflects sensitive details about Nintendo's  
24 relationship with a third-party business partner.


25 9. This non-public and highly confidential information relating to the relationship  
26 between Nintendo and its business partners is competitively sensitive. Nintendo has developed a  
27 relationship with its business partners over many years. If non-public and confidential  
28 information about the Nintendo's relationship with its business partners were disclosed publicly, a

1 competitor could use that information to Nintendo's detriment by copying Nintendo's strategy for  
2 dealing with its business partners, including Nintendo's approach to interacting and negotiating  
3 with business partners and the unique combination of contractual arrangements entered into by  
4 the two companies. That could lead to Nintendo receiving less attention from business partners  
5 while other competing content developers receive more, which would result in competitive harm  
6 to Nintendo. Thus, revealing details about the Nintendo's relationship other business partners  
7 could potentially undermine Nintendo's competitiveness.

8  
9 I declare under the penalty of perjury of the laws of the United States of America that the  
10 foregoing is true and correct.

11 Executed this 6th day of July 2023 in Redmond, Washington.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Kristopher Kiel



# **EXHIBIT 14**



1  
2  
3 **UNITED STATES DISTRICT COURT**  
4 **NORTHERN DISTRICT OF CALIFORNIA**  
5 **SAN FRANCISCO DIVISION**

6  
7 **IN RE GOOGLE PLAY STORE**  
8 **ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

9 **DECLARATION OF KO CHIEHYUAN IN**  
10 **SUPPORT OF OMNIBUS MOTION TO**  
11 **SEAL**

THIS DOCUMENT RELATES TO:

12 *Epic Games, Inc. v. Google LLC, Case No.*  
13 *3:20-cv-05671-JD*

Judge James Donato

14 *In re Google Play Consumer Antitrust, Case*  
15 *No. 3:20-cv-05761-JD*

16 *Utah v. Google LLC, Case No. 3:21- cv-*  
17 *05227-JD*

18 *Match Group, LLC. et al. v. Google LLC et al.,*  
19 *Case No. 3:22-cv-02746-JD*

20 I, KO CHIEHYUAN, declare as follows:

21 1. I am currently CEO at Qingniao Interactive Entertainment (“Qingniao”). I have  
22 been employed by Qingniao since 2020. Over the course of my employment at Qingniao, I have  
23 acquired personal knowledge of Qingniao’s practices and procedures concerning the maintenance  
24 of confidentiality of its strategic, business and financial information.

25 2. I submit this declaration pursuant to Civil Local Rule 79-5. I submit this  
26 declaration in support of the Parties’ joint omnibus sealing motion in In Re Google Play Store  
27 Antitrust Litigation, Case No. 3:21-md-02981-JD. The contents of this declaration are based on  
28 my personal knowledge, and if called as a witness in this matter, I could and would testify  
thereto.

1           3.       Qingniao follows a strict practice that requires confidential treatment of all internal  
2 non-public financial information; confidential commercial proposals to third parties and  
3 confidential agreements with third parties; internal business analyses of consumer spending and  
4 revenue, market conditions, and opportunities; and internal, future strategic business plans. In my  
5 experience and to the best of my knowledge, Qingniao does not disclose such internal information  
6 to third parties except under the strictest confidentiality protection and for strategic business  
7 collaborations.

9           4.       Among other things, the disclosure of these materials could reveal highly sensitive  
10 non-public financial information, significantly harm Qingniao's relationships and ability to  
11 conduct business with counterparties and prospective counterparties, and/or place Qingniao at a  
12 disadvantage with competitors who could use Qingniao's confidential information to their  
13 advantage in competition with Qingniao. These materials therefore have economic value from not  
14 being generally known to Qingniao's competitors, counterparties, or the general public.

16           5.       To the best of my knowledge, the following information is highly sensitive and  
17 confidential, and derives from confidential materials generated during important business  
18 collaborations between Qingniao and Google. As described in detail below, Qingniao has both  
19 good cause and compelling reasons to seal this confidential information to, among other things,  
20 avoid competitive harm to both Qingniao and third parties, avoid potentially misleading investors,  
21 and prevent competitors and potential business partners from using the information against  
22 Qingniao in future negotiations. Text covered in blue is information Qingniao requests to be  
23 sealed.

25                           **Specific Information to Be Sealed**

26           6.       Exhibit A contains two pages that contain information from various documents  
27 produced by Google in this litigation. The first page is page 255 of Exhibit 3c to Expert Report of  
28

1 Dr. Gregory K. Leonard and it is Exhibit 2 to Defendants' Notice of Motion and Motion to  
2 Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities In Support  
3 of Thereof (MDL ECF 487) in Consumer Plaintiff's Class Certification Motion. The second page  
4 is page 872, Exhibit 36c to the same Expert Report. The redacted portion is information Qingniao  
5 requests to be sealed.  
6

7 7. The first page of Exhibit A contains one row derived from various documents  
8 produced by Google containing sensitive financial or strategic Qingniao information that may  
9 harm Qingniao's business interests if revealed to the public. The redacted portion is information  
10 (row 17 of this page) Qingniao requests to be sealed. All the information is financial in nature,  
11 including SKU Count, average pricing and average consumer spending on Qingniao's products.  
12 Qingniao does not publicly disclose such information, as it is revealed in this document, as such  
13 disclosures would reveal important and confidential information to competitors and  
14 counterparties regarding Qingniao. This information has never been disclosed publicly, and  
15 disclosure would severely and adversely impact Qingniao's ability to negotiate agreements in the  
16 future. If revealed to competitors and potential business counterparties, they could use this non-  
17 public and confidential information to disadvantage Qingniao in marketing and in negotiations.  
18

19 8. The second page of Exhibit A contains List Price, Net Price and Service Fee Rate  
20 for Qingniao's app from 2020 to 2022. Additionally, there is a table that displays the Monthly  
21 SKU price for our product. The redacted part (most of the table) is information Qingniao requests  
22 to be sealed. All the information is financial in nature, or the publishing performance for  
23 Qingniao's products. Qingniao does not publicly disclose such information, as it is revealed in  
24 this document, as such disclosures would reveal important and confidential information to  
25 competitors and counterparties regarding Qingniao. This disclosure would severely and adversely  
26 impact Qingniao's ability to negotiate agreements in the future. If revealed to competitors and  
27  
28

1 potential business counterparties, they could use this non-public and confidential information to  
2 disadvantage Qingniao in marketing and in negotiations.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is  
4 true and correct and that this declaration was executed on July 6, 2023 in Xin Bei City, Taiwan.  
5

6  
7 Respectfully submitted,

8 Dated: July 6, 2023

By:

9  
10 Signature KO CHIEHYUAN  
KO CHIEHYUAN

# Exhibit A

## Exhibit A-1

Exhibit 3c

## Comparison of New and Existing IAPs of Apps Associated with the Top 100 IAPs

App Package Name	Comparison of New vs Existing SKUs (July 2021 - May 2022)						Comparison of New SKUs 2020 (July - Dec.) vs 2021 (July - Dec.)							
	SKU Count		Avg List Price		Avg Monthly Consumer Spend		New SKU Count		Total New SKU Consumer Spend		New SKU Consumer Spend (% of Total IAP Spend for the App)		Consumer Spend (%) per New SKU	
	Existing	New	Existing	New	Existing	New	2020	2021	2020	2021	2020	2021	2020	2021
Row 17														

## Notes:

- [1] The top 100 IAP SKUs analyzed in Exhibit 3c are associated with 40 apps, among which only 31 had new SKUs since July 2021.
- [2] The average list prices and consumer spend are calculated based on data from July 2021 to May 2022. For each app, the average list price of existing (new) SKUs is calculated as the average across the post-July 2021 average prices of each existing (new) SKU of the app; the average monthly consumer spend of existing (new) SKUs is calculated as the average across the post-July 2021 monthly average final consumer spend of each existing (new) SKUs of the app.
- [3] "Existing" SKUs are SKUs which had their first sales anytime before July 2021 (including before July 2020), and had non-zero sales during both July 2020 - June 2021 and July 2021 - May 2022.
- [4] "New" SKUs are SKUs which had their first sales during the time period indicated by the panel title and column year (i.e., July 2021 - May 2022, July - December 2020, or July - December 2021 respectively).
- [5] "Consumer Spend (%) per new SKU" shows the average percentage of final consumer spend accounted for by one new SKU, i.e., "New SKU Consumer Spend (%)" divided by the number of new SKUs.
- [6] Some apps launched new SKUs in the period of July 2021 - May 2022 but outside the time window of the right panel analysis (July 2021 - December 2021), thus are shown as having no new SKUs in 2021 in the right panel.

## Source:

- [1] Google Play transactions data: G00G-PLAY-007203251; G00G-PLAY3-000018260.

Non-Party Highly Confidential - Outside Counsel Eyes Only

Expert Report of Dr. Gregory K. Leonard

Exhibit A-2



Notes:  
[1] Rank (based on consumer spend during 2020.07 - 2022.05) = 27.  
[2] Price change before and after July 2021: no change in the list price, no change in the net price.  
[3] Pass-through rate predicted by Dr. Singer's approach: 87% (for the corresponding app category);  
99% (for the corresponding app developer).

Non-Party Highly Confidential – Outside Counsel Eyes Only

Expert Report of Dr. Gregory K. Leonard

# **EXHIBIT 15**



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION

Case No. 21-md-02981-JD

**DECLARATION OF DAN NABEL IN  
SUPPORT OF NON- PARTY RIOT  
GAMES' REQUEST TO MAINTAIN ITS  
HIGHLY CONFIDENTIAL  
INFORMATION UNDER SEAL AND IN  
SUPPORT OF OMNIBUS SEALING  
MOTION**

I, Dan Nabel, declare as follows:

1. I am the Associate General Counsel of non-party Riot Games ("Riot"). I have been employed by Riot in the Legal Department since 2015. Based on my responsibilities and experience at Riot I am familiar with Riot's treatment and protection of confidential information, including highly sensitive financial information and deal terms. I am over the age of 18 and competent to testify to the matters in this Declaration. I make this Declaration on the basis of my personal knowledge.

2. Counsel for Google in the above-captioned MDL proceeding has informed Riot that the following filings contain Riot's confidential information currently under seal, designated as "Confidential," "Highly Confidential – Attorneys' Eyes Only," or "Non-Party Highly Confidential - Outside Counsel Eyes Only" in accordance with the operative protective order. The items are listed below with a generalized description to maintain their confidentiality, given that this Declaration will be filed publicly:

a. Dkt. No. 487: Exhibit 1 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of D. Hal J. Singer; Memorandum and Points of Authorities in Support Thereof.

1 Page 82, Paragraph 167 and Page 104-105, Paragraph 219: contains purported financial terms of  
2 agreements.

3 b. Dkt. No. 484: Exhibit 4 to Defendants' Notice of Motion and Motion to Exclude  
4 Merits Opinions of Dr. Marc Rysman; Memorandum of Points and Authorities in Support  
5 Thereof. Page 128, Paragraph 233: contains purported terms of agreements.

6 c. Dkt. No. 483: Defendants' Notice of Motion and Motion for Partial Summary  
7 Judgment. Exhibit 12: contains purported financial terms of agreement.

8 3. The information purporting to describe the financial terms and benefits to Riot  
9 from agreements with Google is highly confidential and proprietary information that should be  
10 maintained under seal. This information is not generally available to employees of Riot, and Riot  
11 takes steps to limit the disclosure of the information to those employees whose job responsibilities  
12 require it. In addition, this highly confidential and proprietary information, if publicly disclosed,  
13 could be utilized by Riot's competitors to Riot's commercial detriment in negotiations and future  
14 business transactions. This is especially true because the descriptions of the financial terms in the  
15 above-referenced documents may be inaccurate and/or misleading without further context, which  
16 context also is highly confidential and non-public.

17 4. The sealing of Riot's confidential business information is necessary to prevent  
18 these competitive harms to non-party Riot. There is no less restrictive alternative that would be  
19 sufficient to prevent competitive harm to Riot from the disclosure of Riot's confidential  
20 information. Moreover, the sealing request is narrowly tailored to the confidential business  
21 information of Riot.

22  
23 I CERTIFY UNDER PENALTY OF PERJURY that the foregoing is true and correct.

24 EXECUTED at Los Angeles, California this 10<sup>th</sup> day of July, 2023

25  
26  
27   
28 \_\_\_\_\_  
Da

# **EXHIBIT 16**

1 ALBERT J. BORO, JR. (CA Bar #126657)  
2 *ajboro@boro-law.com*  
3 BORO LAW FIRM  
4 345 Franklin Street  
5 San Francisco, CA 94102  
6 Telephone: (415) 621-2400  
7 Facsimile: (415) 276-5870

8  
9  
10  
11  
12  
13  
14 Attorneys for Non-Party  
15 SMULE, INC.  
16  
17

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE**  
**ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*Epic Games, Inc. v. Google LLC, Case No.*  
*3:20-cv-05671-JD*

*In re Google Play Consumer Antitrust, Case*  
*No. 3:20-cv-05761-JD*

*Utah v. Google LLC, Case No. 3:21- cv-*  
*05227-JD*

*Match Group, LLC. v. Google LLC, Case No.*  
*3:22-cv-02746-JD*

Case No. 3:21-md-02981-JD

**DECLARATION OF BILL BRADFORD**  
**OF NON-PARTY SMULE, INC. IN**  
**SUPPORT OF OMNIBUS MOTION TO**  
**SEAL SMULE CONFIDENTIAL**  
**INFORMATION IN DISPOSITIVE AND**  
**DAUBERT MOTIONS**

Judge James Donato

1 I, Bill Bradford, declare as follows:

2 1. I am the President of non-party Smule, Inc., a Delaware corporation (“Smule”). In  
3 my role as President, I am familiar with and oversee Smule’s business operations, revenue,  
4 marketing, and business development. I have personal knowledge of the matters stated in this  
5 declaration, unless I have stated them on information and belief, in which case I believe them to  
6 be true. I could and would provide competent testimony to the matters stated in this declaration.  
7

8 2. Smule is a privately held U.S. company that has developed a leading music  
9 application (the “Smule App”) for the Apple IOS and Google Android platforms. The Smule  
10 App is a music app that allows users to sing songs karaoke-style with other users in the Smule  
11 App. Smule was incorporated in 2008 and released the Smule App on the IOS platform in 2012  
12 and on the Android platform in 2013. Smule has a team of programmers working on updates,  
13 improvements, and security enhancements for the Smule App. Over the years, Smule has  
14 released new product features to the Smule App, including introducing in 2018 “Live Jam,”  
15 which allows a user to sing with another user anywhere in the world in real time, and in 2020,  
16 “Styles,” a creative tool with audio and video filters that enable a user to modify the expression of  
17 their musical renditions.  
18

19 3. I am informed and believe, and thereon allege, that the parties to the MDL  
20 litigation have filed redacted versions of dispositive motions and *Daubert* motions on April 20,  
21 2023, and responses and replies thereto on May 18 and June 8, 2023, and have filed unredacted  
22 copies of such pleadings provisionally under seal, pursuant to the MDL Court’s Order, filed April  
23 21, 2023 (MDL Dkt. #496). I am further informed and believe, and thereon allege, that certain of  
24 the parties’ pleadings discuss Smule confidential business information. Smule has not been given  
25 access to the unredacted pleadings, which appear to contain confidential business information of  
26  
27  
28

1 Smule and other entities. Instead, the parties have provided Smule with excerpts of pleadings in  
2 which Smule's confidential business information is discussed or referenced:

3 (a) Exhibit 2 (Expert Report of Dr. Marc Rysman, dated Oct. 3, 2022) to the Declaration  
4 of Rishi P. Satia in support of Defendants' Motion to Exclude Merits Opinions of Dr. Marc  
5 Rysman (MDL Dkt. #484);

6 (b) Exhibit 8 (document with Bates range GOOG-PLAY-007325722-751) to the  
7 Declaration of Joseph A. Reiter in support of the Match Plaintiffs' Motion for Partial Summary  
8 Judgment on Google's Counterclaims (MDL Dkt. #486);

9 (c) Exhibit 1 (Updated Merits Report of Hal J. Singer, Ph.D., dated Oct. 19, 2022 [with  
10 signature page dated Oct. 3, 2022]) to the Declaration of Justin P. Raphael in support of  
11 Defendants' Motion to Exclude Merits Opinion of Dr. Hal J. Singer (MDL Dkt. #487);

12 (d) Exhibit 16 (document with Bates range GOOG-PLAY-004684227-239) and Exhibit  
13 18 (document with Bates range GOOG-PLAY-007759245-270) to the Declaration of Kyle W.  
14 Mach in Support of Defendants' Opposition to Match Plaintiffs' Motion for Partial Summary  
15 Judgment (MDL Dkt. #506); and

16 (e) Exhibit 1 (Updated Merits Report of Hal J. Singer, Ph.D., dated Oct. 3, 2022) and  
17 Exhibit 13 (document with Bates range GOOG-PLAY-000579868.R to GOOG-PLAY-  
18 000579884.R) to the Declaration of Lee M. Mason in support of Consumer and State Plaintiffs'  
19 Opposition to Defendants' Motion to Exclude Merits Opinions of Dr. Hal J. Singer (MDL Dkt.  
20 #508).

21 4. Based on my review of those excerpts of pleadings, all of them discuss or reveal  
22 Smule's confidential business information that should not be publicly disclosed. Making those  
23 excerpts public would reveal Smule's confidential contractual terms and agreements with Google,  
24 matters discussed in confidential business negotiations between Smule and Google, and Smule's  
25

1 confidential financial information, including revenue and estimated revenue of Smule and  
2 payments and financial terms between Smule and Google.

3           5. As a privately held company, Smule keeps its financial information, including  
4 revenue, revenue estimates, fees and expenses paid, and payments between it and its business  
5 partners, as well as its non-financial proprietary business information, such as negotiations and  
6 discussions with its business partners and agreement terms, confidential and limits dissemination  
7 to persons who have a need to know that information as part of their relationship with Smule.  
8 Smule has a non-disclosure agreement with Google, and it treats the non-public business  
9 information concerning its business relationship with the Google Play Store as Smule confidential  
10 business information. Smule does not make this business information public and takes reasonable  
11 efforts to keep it confidential in order to protect Smule's competitive position in the selling of  
12 music apps.  
13

14           6. Disclosing Smule's confidential financial information and business information  
15 concerning the negotiation and terms of its business agreements with Google would cause  
16 significant competitive harm to Smule. Public disclosure of Smule's confidential financial  
17 information on revenue and revenue estimates would give Smule's suppliers an advantage in  
18 contract negotiations, which they could use to extract price increases from Smule and would put  
19 Smule at a competitive disadvantage in those negotiations compared to its current position.  
20 Public disclosure of Smule's confidential business information on the terms of its business  
21 agreements with Google and negotiations concerning those agreements would put Smule at a  
22 competitive disadvantage vis-a-vis its competitors, compared to its current position, because they  
23 could use it to assess Smule's business strategies and relationships and to compete against Smule  
24 and refine their business arrangements based on Smule's agreements. This would give Smule's  
25  
26  
27  
28

1 competitors an unearned competitive advantage that could impact Smule's economic performance  
2 and ability to compete effectively.

3 7. The sealing of Smule's confidential business information is necessary to prevent  
4 these competitive harms to non-party Smule. There is no less restrictive alternative that would be  
5 sufficient to prevent competitive harm to Smule from disclosure of Smule's confidential business  
6 information, and Smule's request to seal its information is narrowly tailored to its confidential  
7 business information.  
8

9 8. This request to seal Smule's confidential business information is consistent with  
10 Northern District of California Civil Local Rule No. 79.5 governing the filing of documents under  
11 seal in civil cases. As explained in this declaration, (a) Smule has a legitimate private interest in  
12 keeping the information confidential that warrants sealing; (b) Smule will suffer competitive  
13 injury and be put at a competitive disadvantage with its competitors and suppliers if sealing is  
14 denied, and (c) a less restrictive alternative to sealing is not sufficient and Smule's sealing request  
15 is narrowly tailored to the confidential business information of Smule.  
16

17 I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct, and that I have executed this declaration on July 6, 2023, at Foster  
19 City, California.  
20

21 Bill Bradford

22 Bill Bradford (Jul 6, 2023 18:13 PDT)

23 Bill Bradford  
24  
25  
26  
27  
28









# Declaration B Bradford-Smule - Google Play Store Antitrust Litig 7-06-2023-execution ver

Final Audit Report

2023-07-07

Created:	2023-07-07
By:	Albert Boro (ajboro@aol.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZsBXKWhuO6_to9LxmDuDEPbDoLyLm6Ye

## "Declaration B Bradford-Smule - Google Play Store Antitrust Litig 7-06-2023-execution ver" History

-  Document created by Albert Boro (ajboro@aol.com)  
2023-07-07 - 1:06:03 AM GMT- IP address: 76.126.247.247
-  Document emailed to bill@smule.com for signature  
2023-07-07 - 1:07:08 AM GMT
-  Email viewed by bill@smule.com  
2023-07-07 - 1:12:31 AM GMT- IP address: 66.249.84.75
-  Signer bill@smule.com entered name at signing as Bill Bradford  
2023-07-07 - 1:13:01 AM GMT- IP address: 98.210.72.46
-  Document e-signed by Bill Bradford (bill@smule.com)  
Signature Date: 2023-07-07 - 1:13:03 AM GMT - Time Source: server- IP address: 98.210.72.46
-  Agreement completed.  
2023-07-07 - 1:13:03 AM GMT

# **EXHIBIT 17**

1 JOHN F. COVE, JR. (SBN 212213)  
john.cove@shearman.com  
2 PATRICK HEIN (SBN 254431)  
patrick.hein@shearman.com  
3 SHEARMAN & STERLING LLP  
535 Mission Street, 25th Floor  
4 San Francisco, CA 94105-2997  
Telephone: 415.616.1100  
5 Facsimile: 415.616.1199

6 *Attorneys for Sony Corporation of America*

7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 IN RE GOOGLE PLAY CONSUMER  
12 ANTITRUST LITIGATION  
13  
14  
15  
16

Case No. 3:20-CV-05761-JD

**DECLARATION OF DAVID JACOBS  
PURSUANT TO LOCAL RULE  
79-5(e)(1) IN SUPPORT OF SEALING  
CERTAIN CONFIDENTIAL  
INFORMATION**

1 I, David Jacobs, hereby declare as follows:

2 1. I am currently Vice President, Global Alliances & Strategy at Sony Corporation of  
3 America. Sony Corporation of America is one of the Sony family of companies that are  
4 subsidiaries of Sony Group Corporation. I will refer to Sony Group Corporation along with its  
5 subsidiaries collectively as “Sony” in this declaration. One of my responsibilities is to serve as a  
6 liaison for Sony with regard to various contracts and relationships that Sony has with Google.  
7 Based on my experience, I am familiar with the trade secrets, contracts, and other Sony  
8 confidential and proprietary information that I discuss below, and I am making this declaration in  
9 support of sealing this material as described below. I make this declaration based on personal  
10 knowledge and, if called as a witness, I could and would testify competently to these matters.

11 2. I understand that counsel for Google in this litigation has provided Sony with  
12 certain excerpts from filings in the above-named litigation. I have reviewed those excerpts. Some  
13 of this material relates to agreements that Sony subsidiary Sony Mobile Communications, Inc.  
14 (“Sony Mobile”) negotiated with Google relating to pre-loading and uses of Google technologies  
15 on Sony-branded mobile phones and certain data reflecting activations under those agreements.  
16 The terms and conditions of these agreements are individually negotiated, contain Sony Mobile’s  
17 highly sensitive, confidential, competitively valuable information, and are held in strict confidence  
18 because disclosure of these terms and conditions to third parties, such as Sony Mobile’s  
19 competitors in the highly competitive mobile phone business or actual or potential business  
20 partners, such as software developers or phone distributors, could cause competitive harm to Sony  
21 Mobile. In order to avoid this competitive harm to Sony Mobile, I request that this material as  
22 described in paragraphs 3 and 4 below and as referenced in paragraph 5 below remain sealed.

23 3. Pages 52 and 53 of Appendix D to Defendant’s Notice of Motion and Motion to  
24 Exclude Merits Opinions of Dr. Marc Rysman; Memorandum Of Points And Authorities In  
25 Support Thereof (MDL ECF 484) contain specific details of the terms of a contract between  
26 Google and Sony Mobile. These terms are highly sensitive, confidential, competitively valuable  
27 information, and are held in strict confidence because disclosure of these terms and conditions to  
28 third parties, such as Sony’s competitors in the highly competitive mobile phone business or actual

1 or potential business partners, such as software developers or phone distributors, could cause  
2 competitive harm to Sony. Therefore, I request that the entire row of the chart beginning on page  
3 52 and continuing to page 53 be sealed.

4 4. Page 123, Exhibit 10, of Defendant's Notice of Motion and Motion to Exclude  
5 Merits Opinions of Dr. Marc Rysman; Memorandum Of Points And Authorities In Support  
6 Thereof (MDL ECF 484) is a slide that contains information regarding both the negotiated  
7 contractual obligations of Sony Mobile and what appear to be the actual activations under the  
8 Sony/Google contracts. Both the contract terms and the data reflecting activations are highly  
9 sensitive, confidential, competitively valuable information, and are held in strict confidence  
10 because disclosure of this information to third parties, such as Sony's competitors in the highly  
11 competitive mobile phone business or actual or potential business partners, such as software  
12 developers or phone distributors, could cause competitive harm to Sony. Therefore, I request that  
13 the row relating to Sony in the right-hand box on Exhibit 10 and the data relating to Sony in the  
14 left-hand chart on Exhibit 10 remain sealed.

15 5. I understand that Google is submitting a request to seal certain other portions of  
16 these materials that pertain to certain confidential, highly competitively sensitive aspects of the  
17 agreements with Sony Mobile. I have not specifically described those materials in this  
18 declaration, which I understand will be publicly filed, because describing them in a public  
19 document would itself necessarily reveal competitively sensitive information relating to Sony  
20 Mobile and thus defeat the purpose of the sealing request. Nonetheless, Sony supports Google's  
21 motion to seal those materials because disclosure of those materials would cause substantial harm  
22 to Sony Mobile's competitive position as explained above.

23 I declare under the penalty of perjury that the foregoing is true and correct to the best of  
24 my knowledge.

25  
26 Executed on this 6<sup>th</sup> day of July, 2023.

27 

28 DAVID JACOBS

# **EXHIBIT 18**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION

IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION

Case No. 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

DECLARATION OF Vivian Zhang IN  
SUPPORT OF OMNIBUS MOTION  
TO SEAL

*IN RE GOOGLE PLAY Store Antitrust*  
LITIGATION, CASE No. 21-Md-02981-JD

Judge James Donato

*IN RE GOOGLE PLAY CONSUMER*  
ANTITRUST LITIGATION, CASE No.  
3:20-CV-05761-JD

*STATE OF UTAH, ET AL. V. GOOGLE LLC*  
ET AL., CASE No 3:21-CV-05227-JD

*Match Group, LLC. Et AL. v. Google*  
LLC et al., Case No. 3:22-cv-02746-JD

*EPIC GAMES, INC. V. GOOGLE LLC ET AL.*  
CASE. NO. 3:20-CV-05671-JD

4 I, Vivian Zhang, declare as follows:

5 1. I am the Director of Revenue Operations at SKYWORK AI PTE.  
6 LTD.(formerly named as STAR SHINE ENTERTAINMENT PTE. LTD. ), which is  
7 the operator of application StarMaker which formerly operated by StarMaker  
8 Interactive Inc (collectively "StarMaker"). I have held this position since 2016.  
9 Through my employment, I am familiar with the overall operation performance of  
10 StarMaker, including revenue and expenses associated with the applications. Except  
11 where otherwise indicated, I have personal knowledge of the matters stated herein.

12 2. I submit this declaration in support of the Parties' joint omnibus sealing  
13 motion in In Re Google Play Store Antitrust Litigation, Case No. 3:21-md-02981-JD.  
14 The sealed material cited in Exhibit 8 of MATCH PLAINTIFFS' MOTION FOR  
15 PARTIAL SUMMARY JUDGMENT ON GOOGLE'S COUNTERCLAIMS (MDL  
16 ECF 486) reveals confidential information about StarMaker and StarMaker's revenue  
17 and monetizing performance.

18 3. I understand the importance of transparency in legal proceedings, but it is  
19 equally essential to keep the proprietary information of StarMaker remain under seal.  
20 I believe that keeping this information confidential is consistent with N.D. Cal. Local

21 Rule 79-5, which considers the necessity to balance public interest with the protection  
22 of private and proprietary information. While under no circumstances Starmaker  
23 acknowledges or verifies the authenticity or accuracy of the above-referenced  
24 information, and such disclosure is considered strictly prohibited as per StarMaker's  
25 internal confidentiality policy. Additionally, such disclosure will result in StarMaker's  
26 violations of its confidential obligation under the agreement entered into with third  
27 parties.

28 4. Moreover, comparing the monetizing level between Apple and Google,  
29 could impact our relationships with those distribution channels and other stakeholders,  
30 including customers, investors, and business partners, which will impact StarMaker's  
31 ongoing and future business negotiations.

32 5. Given the confidential nature of the revenue data and adverse impact it may  
33 cause if we disclose the monetizing performance within different distribution channels,  
34 I respectfully request the court to exercise utmost discretion in handling this  
35 information.

36 Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the  
37 foregoing is true and correct.

38 Respectfully submitted,

39 Dated: Singapore

By: 

40 July 7, 2023

Vivian Zhang



# **EXHIBIT 19**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 IN RE GOOGLE PLAY STORE  
18 ANTITRUST LITIGATION

) Case No. 3:21-md-02981-JD  
)

19 THIS DOCUMENT RELATES TO:

) **DECLARATION OF STEVEN REEDER IN**  
) **SUPPORT OF THE PARTIES' OMNIBUS**  
) **SEALING MOTION**

20 *In re Google Play Store Antitrust Litig.*  
Case No. 3:21-md-02981-JD

) The Honorable James Donato  
)

21 *In re Google Play Consumer Antitrust Litig.*  
22 Case No. 3:20-cv-0561

23 *Epic Games, Inc. v. Google LLC et al.,*  
24 Case No. 3:20-cv-05671-JD

25 *State of Utah et al. v. Google LLC et al.,*  
Case No. 3:21-cv-05227-JD

26 *Match Group, LLC et al. v. Google LLC et al.,*  
27 Case No. 3:22-cv-02746-JD  
28

1 I, Steven Reeder, declare as follows:

2 1. I am Global Antitrust Lead for TikTok Inc. (“TikTok”). I joined TikTok in 2021. In  
3 my current role at TikTok, I am responsible, in part, for TikTok’s antitrust litigation matters,  
4 including document collection and production related to antitrust litigation and the preservation of  
5 confidentiality of competitively sensitive information. I make this Declaration on my own personal  
6 knowledge and, if called as a witness, I could and would testify competently to the matters set forth  
7 herein.

8 2. Pursuant to Civil Local Rule 79-5, the Stipulated Second Amended Supplemental  
9 Protective Order Governing Production of Protected Non-Party Materials entered by the Court on  
10 May 25, 2022 (MDL Dkt. No. 248) (the “Stipulated Protective Order”), the Stipulated Order  
11 Modifying Sealing Procedures Relating to Dispositive and *Daubert* Motions dated April 21, 2023  
12 (MDL Dkt. No. 496), and the Standing Order for Civil Cases before Judge James Donato, I submit  
13 this Declaration on behalf of Non-Party TikTok.

14 3. I understand from Counsel for Google LLC (“Google”) that certain information  
15 related to in-app purchases made on TikTok has been included in the Expert Report of Dr. Gregory  
16 K. Leonard, submitted as Exhibit 2 to Defendants’ Notice of Motion and Motion to Exclude Merits  
17 Opinions of Dr. Hal J. Singer, and the Memorandum and Points of Authorities in Support Thereof  
18 (MDL Dkt. No. 487) (“Motion to Exclude Dr. Singer”). I further understand from Counsel for  
19 Google that the portions of Exhibit 2 that reference TikTok’s information have been previously  
20 designated “Non-Party Highly Confidential – Outside Counsel Eyes Only” pursuant to the terms of  
21 the Stipulated Protective Order.

22 4. For the following reasons, TikTok respectfully seeks the sealing of the row  
23 beginning “com.zhiliaapp.musically” on page 255 (Exhibit 3c) of the Expert Report of  
24 Dr. Gregory K. Leonard, submitted as Exhibit 2 to the Motion to Exclude Dr. Singer. This  
25 narrowly tailored portion of the motion papers includes non-public, sensitive, and confidential  
26 business and financial information of Non-Party TikTok. Specifically, this row reflects the volume  
27 and value of in-app purchases over time, differentiated between existing and new in-app products,  
28

1 and compares TikTok's in-app purchases to in-app purchases made in competing apps. I  
2 understand from Counsel for Google that this information was derived from data Google possesses  
3 through its Play Store and that Google maintains such data as confidential, non-public, and  
4 competitively sensitive. Disclosure of this information could place Non-Party TikTok at a  
5 competitive disadvantage by allowing competitors—including those apps that support in-app  
6 purchases—to deduce the volume or value of TikTok's in-app purchases and the relative success of  
7 new and established in-app products during certain time periods. Such deductions could enable  
8 TikTok's competitors to make changes to their own business models, including their in-app  
9 products and in-app sales practices, to harm TikTok's competitive position. This harm would be  
10 compounded by the fact that TikTok is a private company which is not obligated to make such  
11 financial disclosures, and the sharing of such data could impact TikTok's valuation. Furthermore,  
12 the public has little, if any, interest in this non-party information and the competitive harm that  
13 disclosure would create for Non-Party TikTok outweighs any slight public interest that may exist.  
14 As such, there exists good cause and compelling reasons for sealing this narrowly tailored portion  
15 of the Motion to Exclude Dr. Singer. *See Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d  
16 1092, 1097 (9th Cir. 2016) (finding "compelling reasons" for sealing a "source of business  
17 information," the disclosure of which "might harm a litigant's competitive standing." (internal  
18 quotations and citations omitted)).

19 I declare under penalty of perjury and the laws of the United States that the foregoing is true  
20 and correct and that I executed this Declaration on June 30, 2023, in New York, New York.

21  
22 DATED: July 1, 2023

23 By:   
24 Steven Reeder  
25 TikTok, Inc.  
26  
27  
28

# **EXHIBIT 20**

DWIGHT C. DONOVAN (SBN 114785)

ddonovan@foxrothschild.com

FOX ROTHSCHILD LLP

345 California Street, Suite 2200

San Francisco, CA 94104-2670

Telephone: 415.364.5540

Facsimile: 415.391.4436

Attorneys for Non-Party Valve Corporation

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*In Re Google Play Consumer Antitrust  
Litigation*, Case No. 3:20-CV-05761-JD

*State of Utah et al. v. Google LLC et al.*,  
Case No. 3:21-cv-05227-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF CHRISTOPHER  
SCHENCK IN SUPPORT OF  
DEFENDANTS' INTERIM  
ADMINISTRATIVE MOTION TO SEAL  
MOTION TO EXCLUDE TESTIMONY OF  
DR. HAL J. SINGER AND RELATED  
DOCUMENTS**

I, Christopher Schenck, declare and state as follows in support of Defendants' Interim Administrative Motion to Seal Motion to Exclude Testimony of Dr. Hal J. Singer and Related Documents (Dkt. # 489):

1. I am in-house counsel at Valve. I am competent to testify and have personal knowledge of the facts stated below.

2. Valve is a private company headquartered in Bellevue, Washington with approximately 350 employees that develops PC video games. Valve also operates Steam, an online platform that lets users purchase and play PC games on their laptops and desktops. Over 50,000 PC games are available on Steam, over 99% of which were made by third parties other than Valve.

3. Valve is a privately held company with no outside shareholders or lenders. It is not subject to public regulatory reporting and auditing requirements. Valve does not publicly

disclose its sales and revenue information or its business strategies. Valve derives a significant value from the confidentiality of such information. In addition, because third party games are available on Steam, Valve has a large amount of confidential third-party sales and revenue information, which Valve does not publicly disclose in order to protect the third parties' confidentiality. Our agreements with these third parties require us to keep this information confidential.

4. In response to third-party discovery subpoenas in this matter and pursuant to the Stipulated Protective Order entered on May 12, 2021 (Dkt. # 34), Valve produced numerous documents (455 pages), including documents containing highly confidential sales and financial information, highly sensitive information regarding Steam, and competitively-valuable information. Some of the information produced was not created or kept by Valve in the ordinary course of business in the form requested by Epic Games, including the information sought to be sealed here. Instead, Valve was required to specially query and combine information from various internal Valve sources to compile it. All such information is proprietary to Valve, with restricted and controlled access (including through password protection) within Valve to preserve the confidentiality of this information.

5. Valve requests sealing of two portions of the following document, which discloses Valve's confidential information:

Document	Portion to be Sealed
Exhibit 6 to Defendants' Notice of Motion and Motion to Exclude Merits Opinions of Dr. Hal J. Singer; Memorandum and Points of Authorities in Support of Thereof (Dkt. 487-7)	<ul style="list-style-type: none"><li>Page 118, Paragraph 264, second sentence from "evidence indicates . . . ." to "This indicates that . . . ."</li><li>Page 119, Appendix Table A9, Row, Leonard, Gentzkow, Tucker, Column, Flaw(s) &amp; Limitations(s) from "Steam revenue . . . ." to "no evidence that . . . ."</li></ul>

1           6.       The portions mentioned in the table above from Exhibit 6 to Defendants' Motion  
2 to Exclude Merits Opinions of Dr. Hal J. Singer (Dkt. 487)<sup>1</sup> disclose and discuss Valve's highly  
3 confidential sales and revenue information, as well as key competitive information about where  
4 those revenues occur or are concentrated. This information was produced by Valve under a  
5 "Highly Confidential – Attorneys' Eyes Only" designation. Valve does not disclose or share this  
6 information outside the company, particularly to any competitor. Valve has chosen to stay  
7 private in part to avoid the intrusiveness and competitive harm that would come from publicly  
8 disclosing and reporting exactly this type of information. Valve derives significant value from  
9 keeping this information confidential, and zealously protects its confidentiality. Public  
10 disclosure of this information would harm Valve's competitive standing as it would give  
11 significant and unfair insight into Valve's internal operations, financials, and business strategy.  
12 Valve would face substantial harm to its competitive standing and to its business operations.

13           7.       Valve has expended significant resources and implemented strict measures to  
14 prevent disclosure of the confidential information contained in the document listed above,  
15 including by storing such information under password protection on internal Valve servers,  
16 limiting access to certain of the information described above to certain Valve employees with a  
17 specific need to know, and not making such information publicly available (including to any  
18 outside investors or lenders, which Valve does not have). The confidential Valve information  
19 contained in this document would not be available in the ordinary course of business to Valve's  
20 competitors or the public, and it would put Valve at a competitive disadvantage if those  
21 portions of Exhibit 6 to Defendants' Motion to Exclude Merits Opinions of Dr. Hal J. Singer  
22 (Dkt. 487) were made part of the public record in this matter.

23 //

24 //

25 //

26 //

---

27  
28 <sup>1</sup> The unredacted version of this document is filed under seal at Dkt. 489-5.



1 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
2 06/28/23 at Bellevue, Washington.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DocuSigned by:

Chris Schenck

9071C670666D418...

Christopher Schenck

# **EXHIBIT 21**

Judith A. Zahid  
ZELLE LLP  
555 12th Street, Suite 1230  
Oakland, CA 94607  
Telephone: (415) 693-0700  
jzahid@zellelaw.com

*Attorneys for Non-Party Verizon*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION

CASE NO. 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

**DECLARATION OF JUDITH A. ZAHID  
IN SUPPORT OF JOINT OMNIBUS  
ADMINISTRATIVE MOTION TO SEAL  
(RE: CONFIDENTIAL INFORMATION  
OF NON-PARTY VERIZON)**

*In re Google Play Consumer Antitrust  
Litigation*

*State of Utah, et al. v. Google LLC, et  
al.*

*Match Group, LLC et al. v. Google  
LLC, et al.*

*Epic Games, Inc. v. Google LLC, et al.*

Hon. James Donato

I, Judith A. Zahid, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and admitted to practice in this District. I am a partner with the law firm of Zelle LLP and counsel of record for non-party Verizon in the above-captioned action.

2. I have personal knowledge of the facts set forth below and, if called and sworn as a witness, I could and would testify competently thereto.

3. Pursuant to Local Rule 79-5(f)(3), I submit this Declaration in Support of the Joint

1 Omnibus Administrative Motion to Seal.

2 4. In determining whether to permit documents to be filed under seal, courts in the  
3 Ninth Circuit apply the “compelling reason” test. *Kamakana v. City and County of Honolulu*, 447  
4 F.3d 1172, 1178-79 (9th Cir. 2006); *Center for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092  
5 (9th Cir. 2016). The Court has “broad latitude” “to prevent disclosure of materials for many types  
6 of information, including, but not limited to, trade secrets or other confidential research,  
7 development, or commercial information.” *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1211  
8 (9th Cir. 2002).

9 5. As the Supreme Court has recognized, sealing may be appropriate to prevent  
10 judicial documents from being used “as sources of business information that might harm a  
11 litigant’s competitive standing.” *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 598  
12 (1978). Accordingly, courts routinely seal information where disclosure could harm a litigant’s  
13 competitive standing. *See, e.g., Philips v. Ford Motor Co.*, No. 14-CV-02989, 2016 WL 7374214,  
14 at \*6 (N.D. Cal. Dec. 20, 2016) (concluding that “need to avoid competitive disadvantage in  
15 contract negotiations and undercutting by competitors is a compelling reason that justifies  
16 sealing”); *Vigdor v. Super Lucky Casino, Inc.*, No. 16-CV-05326, 2018 WL 4510734, at \*2 (N.D.  
17 Cal. Sept. 18, 2018) (sealing “business and financial information relating to the operations of  
18 Defendants”).

19 6. I have been informed by Defendants that they have filed papers in support of and in  
20 opposition to dispositive motions and to exclude expert opinions (*Daubert* Motions) in connection  
21 with the above-captioned cases and are requesting to seal certain portions of those papers (the  
22 “Requested Sealed Material”).

23 7. The Requested Sealed Material includes information derived from materials  
24 produced by non-party Verizon in response to a subpoena served by Plaintiffs; this material has  
25 been designated “HIGHLY CONFIDENTIAL INFORMATION” pursuant to the operative  
26 protective order [Dkt. No. 248], which allows Non-Parties “the opportunity to file a declaration  
27 establishing that all of the designated material is sealable pursuant to Civil Local Rule 79-5(e).”

28 8. Non-Party Verizon respectfully requests that the Court maintain Verizon’s specific

information identified in the table below under seal:

Title of Originating Document	Page/Para. Citation	Non-Party Verizon's Requested Sealed Material
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF [Dkt. No. 487-2]	Page 87, Para. 177	<b>Commencing with Google's rollout of the Android operating system, Google executed RSAs with major mobile carriers. Google's earliest contracts with Verizon [REDACTED]. In [REDACTED], as part of a broader agreement, Google entered into a revenue-sharing agreement with Verizon, wherein Google agreed to provide Verizon with [REDACTED]. Google continued to pay Verizon [REDACTED]</b>
EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF [Dkt. No. 487-2]	Page 91, Para. 185	<b>And Google finally [REDACTED] Verizon, [REDACTED] amending their revenue-sharing agreement in late [REDACTED] to [REDACTED].</b>
EXHIBIT 6 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. HAL J. SINGER; MEMORANDUM AND POINTS OF AUTHORITIES IN SUPPORT OF THEREOF [Dkt. No. 487-7]	Page 93, Para. 243	<b>... to [Redacted] and [REDACTED] ....</b>

Title of Originating Document	Page/Para. Citation	Non-Party Verizon's Requested Sealed Material
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [Dkt. No. 484-3]	Page 79, Para. 99	<p><b>For example, Google</b> [Redacted]</p> <p>[Redacted], [Redacted], and [Redacted]. [Redacted].</p>
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [Dkt. No. 484-3]	Page 80, Para. 99, n. 232	[Redacted]
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [Dkt. No. 484-3]	Page 187, Para. 289	<p><b>Google</b> [Redacted] gave a [Redacted] commission to MNOs, such as [Redacted] and [Redacted], as explained in Section IV.B.5.</p>

Title of Originating Document	Page/Para. Citation	Non-Party Verizon's Requested Sealed Material
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [Dkt. No. 484-3]	Page 187, Para. 289, n. 621	<b>Google and Verizon,</b> [REDACTED]
EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION AND MOTION TO EXCLUDE MERITS OPINIONS OF DR. MARC RYSMAN; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [Dkt. No. 484-3]	Page 237, Para. 374, n. 771	<b>Google and Verizon,</b> [REDACTED] "

9. Verizon's requested relief is necessary and narrowly tailored to protect Verizon's confidential, non-public, and highly sensitive business information that Verizon keeps closely guarded. Good cause exists to seal the Requested Sealed Material because it contains Verizon's confidential business information that, if made public, could harm Verizon. Specifically, the Requested Sealed Material contains detailed information about Verizon's confidential business negotiations with Google and specific non-public terms and conditions of Verizon's agreements with Google. Verizon does not make this information available to the general public. If this information were made public, it would reveal (including to Verizon's competitors) key insights into Verizon's business negotiation strategies and Verizon's market position, thus potentially allowing market participants the ability to undercut and disadvantage Verizon. Disclosing this information could also disadvantage Verizon in negotiations with suppliers. These confidentiality

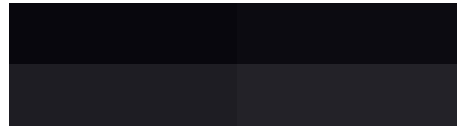
1 interests outweigh the public's interest in disclosure.

2 10. The Civil Local Rules of this district requires the designating party must file a  
3 statement and/or declaration including a specific statement of the applicable legal standard and the  
4 reasons for keeping a document under seal, including an explanation of (i) the legitimate private or  
5 public interests that warrant sealing; (ii) the injury that will result if sealing is denied; and (iii) why  
6 a less restrictive alternative to sealing is not sufficient; This declaration addresses each  
7 requirement.

8 11. Accordingly, Verizon respectfully requests that the Court permit Defendants to file  
9 the Requested Sealed Material under seal.

10  
11 I declare under penalty of perjury that the foregoing is true and correct, and that this  
12 declaration was executed on July 5, 2023, in Berkeley, California.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

A black rectangular redaction box covering the signature area, with a horizontal line extending to the right from its bottom right corner.



# **EXHIBIT 22**

1  
2  
3 UNITED STATES DISTRICT COURT  
4 NORTHERN DISTRICT OF CALIFORNIA  
5 SAN FRANCISCO DIVISION

6  
7 **IN RE GOOGLE PLAY STORE**  
8 **ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

9 THIS DOCUMENT RELATES TO:

**DECLARATION OF TINGFANG ZHANG**  
**IN SUPPORT OF OMNIBUS MOTION**  
**TO SEAL**

10 *Epic Games, Inc. v. Google LLC, Case No.*  
*3:20-cv-05671-JD*

Judge James Donato

11 *In re Google Play Consumer Antitrust, Case*  
12 *No. 3:20-cv-05761-JD*

13 *Utah v. Google LLC, Case No. 3:21- cv-*  
14 *05227-JD*

15 *Match Group, LLC. et al. v. Google LLC et al.,*  
16 *Case No. 3:22-cv-02746-JD*

17 I, Tingfang Zhang, declare as follows:

18 1. I am currently Director of Partnership and Internet Business Development at  
19 Beijing Xiaomi Mobile Software Co., Ltd. ("Xiaomi"). I am called Irene Zhang in business  
20 communications. I have been employed by Xiaomi since 2017. Over the course of my  
21 employment at Xiaomi, I have acquired personal knowledge of Xiaomi's practices and  
22 procedures concerning the maintenance of confidentiality of its strategic, business and financial  
23 information.  
24

25 2. I submit this declaration pursuant to Civil Local Rule 79-5. The contents of this  
26 declaration are based on my personal knowledge, and if called as a witness in this matter, I could  
27 and would testify thereto.  
28

1           3.       Xiaomi follows a strict practice that requires confidential treatment of all internal  
2 non-public financial information; confidential commercial proposals to third parties and  
3 confidential agreements with third parties; internal business analyses of consumer spending and  
4 revenue, market conditions, and opportunities; and internal, future strategic business plans. In my  
5 experience and to the best of my knowledge, Xiaomi does not disclose such internal information  
6 to third parties except under the strictest confidentiality protection and for strategic business  
7 collaborations.

9           4.       Among other things, the disclosure of these materials could reveal highly sensitive  
10 non-public financial information, significantly harm Xiaomi's relationships and ability to conduct  
11 business with counterparties and prospective counterparties, and/or place Xiaomi at a  
12 disadvantage with competitors who could use Xiaomi's confidential information to their  
13 advantage in competition with Xiaomi. These materials therefore have economic value from not  
14 being generally known to Xiaomi's competitors, counterparties, or the general public.

16           5.       To the best of my knowledge, the following information are highly sensitive and  
17 confidential, and derives from confidential materials generated during important business  
18 collaborations between Xiaomi and Google. As described in detail below, Xiaomi has both good  
19 cause and compelling reasons to seal this confidential information to, among other things, avoid  
20 competitive harm to both Xiaomi and third parties, avoid potentially misleading investors, and  
21 prevent competitors and potential business partners from using the information against Xiaomi in  
22 future negotiations. Text covered in blue is information Xiaomi requests to be sealed.

24                           **Specific Information to Be Sealed**

25           6.       Exhibit A contains excerpts and pages from various documents produced by  
26 Google in this litigation. They are from Exhibits 2, and 4 to Defendants' Notice of Motion and  
27 Motion to Exclude Merits Opinions of Dr. Marc Rysman; Memorandum of Points of Authorities  
28

1 In support of Thereof [MDL Dkt. No.484] and Exhibit 1 to Plaintiff's Opposition to Defendants'  
2 Motion for Partial Summary Judgment [MDL Dkt. No. 509]. Text described below is information  
3 Xiaomi requests to be sealed.

4  
5 7. Exhibit A-1 comes from Exhibit 2 to Defendants' Notice of Motion and Motion to  
6 Exclude Merits Opinions of Dr. Marc Rysman; Memorandum of Points of Authorities In support  
7 of Thereof [MDL Dkt. No.484]. It contains excerpts or information from various documents  
8 produced by Google containing sensitive financial or strategic Xiaomi information that may harm  
9 Xiaomi's business interests if revealed to the public. Text below described is information Xiaomi  
10 requests to be sealed. All the information is financial or strategic in nature. Page 80, Para. 101,  
11 n. 236 (illustrated by an arrow and text "Xiaomi Proposed Redaction"), has the percentage  
12 Google pays Xiaomi on Premier Devices revenue; Page 196, Para. 305 (illustrated by lines and  
13 text "Xiaomi Proposed Redaction", has the percentage of Xiaomi's share of monthly visits by app  
14 users; Page 197, Exhibit 41 has Xiaomi's share of pre-installation and monthly app store visits  
15 (illustrated by white text on black "Xiaomi Proposed Redaction"); Page 199, Para. 308 (illustrated  
16 by white text on black "Xiaomi Proposed Redaction"), also has Xiaomi's share of user time spent  
17 on app store; Page 243, Para. 390, n. 807 (illustrated by an arrow and text "Xiaomi Proposed  
18 Redaction"), has information from a contract between Google and Xiaomi's and it comes from  
19 Googplay-000620638 -675, at 649; Page 246, Exhibit 55 (illustrated by an arrow and "Xiaomi  
20 Proposed Redaction") has information on Xiaomi's share of Android Activations. Xiaomi does  
21 not publicly break out its revenues or profits for specific countries or into specific revenue  
22 streams, nor does it publicly breakout its share in Android activation, app store visits, pre-  
23 installation, as it is revealed in this document, as such disclosures would reveal important and  
24 confidential information to competitors and counterparties regarding Xiaomi. This information  
25 has never been disclosed publicly, and disclosure would severely and adversely impact Xiaomi's  
26  
27  
28

1 ability to negotiate agreements in the future. If revealed to competitors and potential business  
2 counterparties, they could use this non-public and confidential information to disadvantage  
3 Xiaomi in marketing and in negotiations.

4           8.       The Exhibit A-2 comes from Exhibit 4 to Defendants' Notice of Motion and  
5 Motion to Exclude Merits Opinions of Dr. Marc Rysman; Memorandum of Points of Authorities  
6 In support of Thereof [MDL Dkt. No.484], specifically, Page 131, Para. 240 contains information  
7 for Xiaomi's share of monthly app store visits and share. Xiaomi does not publicly break out its  
8 revenues or profits for specific countries or into specific revenue streams, nor does it publicly  
9 breakout its share in Android activation, app store visits, pre-installation, as it is revealed in this  
10 document, as such disclosures would reveal important and confidential information to  
11 competitors and counterparties regarding Xiaomi. This information has never been disclosed  
12 publicly, and disclosure would severely and adversely impact Xiaomi's ability to negotiate  
13 agreements in the future. If revealed to competitors and potential business counterparties, they  
14 could use this non-public and confidential information to disadvantage Xiaomi in marketing and  
15 in negotiations.

16           9.       Exhibit A-3 is from Exhibit 1 to Plaintiff's Opposition to Defendants' Motion for  
17 Partial Summary Judgment [MDL Dkt. No. 509], the relevant information is financial and  
18 strategic in nature. Pages 441, Page 442 and 443 are from a deposition transcript. The  
19 information to be sealed are details of Xiaomi's commercial agreement with Google for particular  
20 type of electronic devices. Page 441, line 25(starting the 4<sup>th</sup> word) references detailed  
21 confidential business collaboration terms between Google and Xiaomi. Page 442, lines 3 (the 5<sup>th</sup>  
22 word), 14 (the 5<sup>th</sup> word), 15 (4<sup>th</sup> to 7<sup>th</sup> word), 16 (6<sup>th</sup> to 8<sup>th</sup> word), 18-20, 21 (last two words), 23  
23 (2<sup>nd</sup> word), 24 (last two words) and 25 (only first two words) also contains detailed confidential  
24 business collaboration terms between Google and Xiaomi. Page 443, lines 4 (last three words) 5  
25  
26  
27  
28

1 (first 5 words), 6 (last two words), 7 (first 5 words), 14 (last word), 15 (first two words), 17 (the  
2 6<sup>th</sup> word), 18 (last 4 words), 19 (1<sup>st</sup> word) also contains detailed confidential business  
3 collaboration terms between Google and Xiaomi. Xiaomi does not publicly disclose such  
4 information as to how it collaborates with its business partners as it is revealed in this document,  
5 as such disclosures would reveal important and confidential information to competitors and  
6 counterparties regarding Xiaomi. This information has never been disclosed publicly, and  
7 disclosure would severely and adversely impact Xiaomi's ability to negotiate agreements in the  
8 future. If revealed to competitors and potential business counterparties, they could use this non-  
9 public and confidential information to disadvantage Xiaomi in marketing and in negotiations.  
10  
11

12  
13 I declare under penalty of perjury under the laws of the United States that the foregoing is  
14 true and correct and that this declaration was executed on July 6, 2023 in Beijing.  
15

16 Respectfully submitted,

17  
18 Dated: July 6, 2023

By:

19 (s) Irene Zhang  
20 Irene Zhang



# Exhibit A-1

\_\_\_\_\_

\_\_\_\_\_

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 236 [REDACTED]

[REDACTED]

<sup>234</sup> Google, [REDACTED],” GOOG-PLAY-000443763.R-798.R, at 775.R; and Google, “Premier Tier Requirements,” July 31, 2021, GOOG-PLAY-007125883-889, at 885-886 [REDACTED]

<sup>235</sup> Gold (Google) Deposition, p. 256 (“I

"); Kolotouros (Google) Deposition, p. 225 (

<sup>236</sup> Google, [REDACTED],” Google-HMD, GOOG-PLAY-000620282-321, at 305 ([REDACTED]); Google-Xiaomi RSA, GOOG-PLAY-000620210, at 235 [REDACTED]



Android smart mobile devices. This conclusion is consistent with the EC's findings of market shares in the Android App Distribution Market. Data on app store pre-installations on Android mobile devices (worldwide excluding China) from 2011 to 2016, show that the Google Play Store was pre-installed on 90-100% of all Android mobile devices over the same time period. No other Android app store was able to achieve a similarly high rate of pre-installations. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

639

305. **App Store Visits:** [REDACTED] OEMs can install their own app stores on their devices (subject to being paid not to do so by Google). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 640 According to the same presentation, the same holds for visits on Xiaomi smart mobile devices (outside of those in China): only [REDACTED] of monthly app store visits on these devices are to Xiaomi Market, and [REDACTED] to Google Play Store, as summarized in Exhibit 41 below. 641 Further, a 2019 Google presentation reflects that [REDACTED] "of all app store visits in a month are to Play Store," while only [REDACTED] of Android users' app store visits are to the [REDACTED] and [REDACTED] to Xiaomi Market. 642 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

644 The same analysis determined that the sum of [REDACTED]

<sup>639</sup> See, EC Google Android Decision, ¶¶ 591-598.

<sup>640</sup> Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 227.R, 229.R and 230.R.

<sup>641</sup> Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 229.R-230.R.

<sup>642</sup> Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 229.R.

<sup>643</sup> Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 228.R.

<sup>644</sup> Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 229.R.

**Exhibit 41**  
**Google 2019 Internal Analyses of OEM App Store Pre-Installation Shares**  
**Worldwide (excluding China), 2019**

% of Android smart mobile devices with the app store pre-installed		Xiaomi Proposed Redaction	
% of monthly app store visits from Android smart mobile devices with the app store pre-installed			

*Source:* Google, "OEM App Store Share Analysis," October 31, 2019, GOOG-PLAY-002076224.R-238.R at 227.R, 229.R-231.R.

**NON-PARTY AND PARTY HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY**

According to the same presentation, OEM app stores such as the [REDACTED] make up “only a small portion of app store engagement overall”<sup>655</sup> with only [REDACTED] of OEM app store time spent on the [REDACTED] and 1% on Xiaomi Market.<sup>656</sup> Google’s own assessments of the Play Store’s market share in terms of user engagement are summarized in Exhibit 42 below.

**Exhibit 42**  
**Google 2019 Internal Analyses of OEM App Store Usage Shares**  
**Worldwide (excluding China)**

	[REDACTED]	[REDACTED]	[REDACTED]
% of total monthly app store visits to the app store	[REDACTED]	[REDACTED]	[REDACTED]
% of total monthly app store time spent on the app store	[REDACTED]	[REDACTED]	[REDACTED]
% of monthly active Android users that are active at least once monthly on the app store	[REDACTED]	[REDACTED]	[REDACTED]

Source: Google, [REDACTED], October 31, 2019, GOOG-PLAY-002076224.R-238.R at 228.R, 229.R, 236.R.

309. The possibility of sideloading does not alter my views about Google’s share of the market, or of its power in the market. Information on sideloading indicates that only a small share of apps are sideloaded. For example, according to the CMA’s analysis of Google internal data for February 2022, fewer than 5% of app downloads occurred via sideloading or via app stores that were not pre-installed by the OEM.<sup>657</sup> As explained by Amazon, “consumers rarely download an

<sup>654</sup> Google, “OEM App Store Share Analysis,” October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 236.R.

<sup>655</sup> Google, “OEM App Store Share Analysis,” October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 225.R.

<sup>656</sup> Google, “OEM App Store Share Analysis,” October 31, 2019, GOOG-PLAY-002076224.R-238.R, at 236.R.

<sup>657</sup> See CMA Final Report on Mobile Ecosystems, ¶¶ 4.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

390. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>804</sup> Google, “[REDACTED],” July 31, 2020, GOOG-PLAY-007125883-889, at 886.

<sup>805</sup> Google, “[REDACTED],” July 31, 2020, GOOG-PLAY-007125883-889, at 886. [REDACTED]  
[REDACTED]. See, e.g., Google and LGE, “[REDACTED]  
[REDACTED],” April 1, 2020, GOOG-PLAY-005706338-391, at 378.

<sup>806</sup> [REDACTED],” December 1, 2019, GOOG-PLAY-000620282-321, at 284  
 (“[REDACTED]

<sup>807</sup> [REDACTED],” December 1, 2019, GOOG-PLAY-000620282-321, at 292.

See also [REDACTED] February 1, 2020, GOOG-PLAY-000416651-697, at 662;

[REDACTED],” March 1, 2020, GOOG-PLAY-001745614-663, at 625-626; [REDACTED]

[REDACTED] March 1, 2020, GOOG-PLAY-000620442-475, at 452; [REDACTED]

[REDACTED] April 1, 2020, GOOG-PLAY-000416708-752, at 717; [REDACTED]

[REDACTED] April 1, 2020, GOOG-PLAY-000620478-520, at 488; [REDACTED] March 1,

2020, GOOG-PLAY-000620131-172, at 141; Google and [REDACTED], GOOG-

PLAY-000620638-675, at 649; [REDACTED]” April 1, 2020, GOOG-PLAY-

005706676-704, at 685; [REDACTED]

April 1, 2020, GOOG-PLAY-005706728-756, at 737; [REDACTED] April 1, 2020, GOOG-

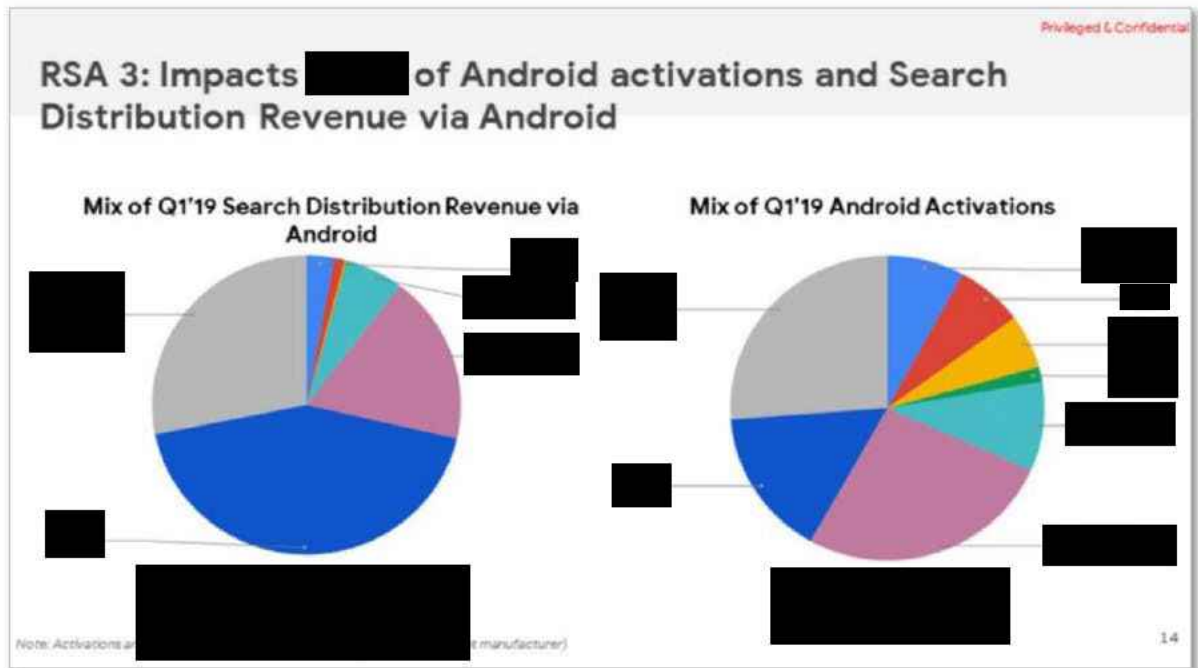
PLAY-005706436-484, at 446; and [REDACTED]” September 1, 2020, GOOG-PLAY-

000620770-798, at 778.

<sup>808</sup> Google, “[REDACTED],” February, 2020, GOOG-PLAY4-  
006758735-764, at 738.

**Exhibit 55**

**[REDACTED] of Android Smart Mobile Devices are Covered under RSA 3.0 Agreements**



Source: Google, "Android Commercial Agreements," October 2020, GOOG-PLAY-011057832-886, at 845.

**NON-PARTY AND PARTY HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY**

## Exhibit A-2



[REDACTED]

[REDACTED]

[REDACTED]<sup>542</sup> Importantly, this evidence just shows whether a store is available or installed on an Android device. It does not show whether Android users are *using* these pre-installed app stores to download apps, nor does it show other important dimension of competition such as whether these app stores have a similar selection of apps (in terms of both quantity and quality).<sup>543</sup>

240. [REDACTED]

[REDACTED]

[REDACTED]<sup>544</sup> For example:

- [REDACTED] only achieved a modest [REDACTED] share of monthly app store visits relative to Play Store, with Xiaomi also on [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>542</sup> Gentzkow Report, ¶ 184; Rysman Opening Report Exhibit 40.

<sup>543</sup> As presented in Exhibit 45 in my Opening Report, the Google Play Store has many more apps available than alternative apps stores: the Samsung Galaxy Store offered only 150,000-200,000 apps in March 2017, Amazon Appstore offered 700,00-900,000 apps in April 2017, and Aptoide offered 900,000 apps in June 2017.

<sup>544</sup> Rysman Opening Report, ¶¶ 305-306 & 310; and Exhibits 41-42 & 44.

# Exhibit A-3



1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22 Q. And then she asks a question, second  
23 paragraph, "Quick clarification, when you say  
24 1st party vs. 3rd party exclusivity, the 3P  
25 obviously refer to [REDACTED]"

1 KOLOTOUROS - HIGHLY CONFIDENTIAL  
2 services such as [REDACTED]. But for 1st party  
3 exclusivity, do you mean [REDACTED] 1P services;"  
4 is that correct?

5 A. Yes.

6 Q. So, she reads this to be in relation  
7 to an exclusivity term that would impact  
8 [REDACTED] is that correct?

9 A. That is correct, yes.

10 Q. Okay. And above that you reply  
11 with, "Your interpretation is correct," is that  
12 right?

13 A. Yes.

14 Q. So, under this framework, [REDACTED] can  
15 put its own [REDACTED] on the devices  
16 as long as it was [REDACTED]; is that  
17 correct?

18 A. [REDACTED]  
19 [REDACTED]  
20 [REDACTED],  
21 but it would imply that it would be [REDACTED]  
22 or visual search product as the default and  
23 with [REDACTED] alongside of another default.

24 Q. Okay. Thank you. So, [REDACTED] [REDACTED]  
25 [REDACTED] [REDACTED] competing products under

1 KOLOTOUROS - HIGHLY CONFIDENTIAL  
2 this agreement as it is being discussed in this  
3 e-mail; is that correct?

4 A. To the extent that [REDACTED]  
5 [REDACTED] within which this  
6 term was included, that [REDACTED]  
7 [REDACTED] of the [REDACTED]  
8 service out of box.

9 Q. And so earlier you mentioned that  
10 this was just about Lens, Google Lens, the  
11 exclusivity provisions being discussed; is that  
12 correct?

13 A. I believe so, yes.

14 Q. But did the agreement with [REDACTED]  
15 [REDACTED] for any other Google apps  
16 or Google Play?

17 A. I think that within the [REDACTED] deal  
18 there was a -- the [REDACTED]  
19 [REDACTED] for additional services.

20  
21  
22  
23  
24  
25

# **EXHIBIT 23**

1 SANJAY M. NANGIA (CA State Bar No. 264986)  
2 DAVIS WRIGHT TREMAINE LLP  
3 50 California Street, Floor 23  
4 San Francisco, California 94111  
5 Telephone: (415) 276-6500  
6 Facsimile: (415) 276-6599  
7 Email: sanjaynangia@dwt.com

8 Attorneys for Coda US LLC

9 UNITED STATES DISTRICT COURT  
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 **IN RE GOOGLE PLAY STORE**  
13 **ANTITRUST LITIGATION**

Civil Case No. 3:21-md-02981 JD

**NON-PARTY CODA US LLC's  
DECLARATION IN SUPPORT OF  
ADMINISTRATIVE MOTION TO FILE  
INFORMATION UNDER SEAL**

DAVIS WRIGHT TREMAINE LLP

DAVIS WRIGHT TREMAINE LLP

I, Raymond Wijaya, hereby declare as follows:

1. I am Coda US LLC's ("Coda US") Manager. Coda US is a manager-managed LLC. I oversee day-to-day operations of the company along with 2 other managers. I have held this role since June 2021. In addition, I serve as VP, Finance Operations for Coda Payments Pte. Ltd., Coda US's parent company (hereinafter collectively referred to as "Coda"). In the course of my work, I have become familiar with Coda's processes for maintaining confidential information, including the commission rate information that is the subject of the below sealing request.

2. Pursuant to Civil Local Rule 79-5, I submit this declaration in support of sealing Coda's commission rate percentages. Coda is informed that this rate information was filed within the Hal J. Singer Report at Dkt. Nos. 480-2, 487-2, and 509-37 ("Singer Report"). As explained in detail below, the requested relief is narrowly tailored and necessary to protect the confidentiality of certain Coda information. I have knowledge of the facts set forth in this declaration and, if called as a witness, could and would competently testify to them.

3. Coda is a technology company that helps enable digital content publishers to monetize their products and services. Through Coda's offerings, consumers can make purchases (such as in-game credits) via a browser that can later be used within the publisher's game/app environment. For example, Codashop.com is a marketplace that enables consumers to discover and buy in-game/in-app digital content. Coda also provides a service that assists publishers in using their own websites to facilitate consumer transactions.

4. I am informed that certain Coda commission rate information was filed provisionally under seal:

Confidentiality Request #	Document	Description
1	Dkt Nos. 480-2, 487-2 Singer Report, p. 78, Paragraph 158 Footnote 370	Discloses proposed commission rate between Coda and Epic
2	Dkt Nos. 480-2, 487-2, 509-37 Singer Report, p. 157, Paragraph 334	Discloses proposed commission rate between Coda and Epic

DAVIS WRIGHT TREMAINE LLP

5. Coda respectfully requests that the Court permit the materials identified above to be filed under seal due to their confidential nature. Coda only requests the commission rate percentages be kept under seal (as opposed to any other discussion about Coda within the above).

6. It is extremely important to Coda to keep the rate information confidential. Coda is a private company and does not publicly release its commission rates (or other financial data).

7. Coda has never publicly disclosed, in litigation or otherwise, the above commission rate information at issue, to the best of my knowledge. Further, Coda implements security measures to help prevent unauthorized access to its systems where such rate information is housed.

8. If the details of the commission rate were disclosed publicly, Coda's competitors will be better able to understand Coda's strategy. Coda has spent years building and developing its offering, and its commission rate would provide insights on Coda's success and strategy. These competitors will then be better equipped to compete with Coda, or in determining whether building a competing offering similar to Coda's is worthwhile. Competitors may also use the commission rate information in their own negotiations with publishers.

9. Additionally, Coda negotiates and signs contracts with many other game/app publishers (besides Epic). Some publishers pay Coda a lower or higher rate. Disclosure of the above commission rate may negatively affect business relationships with existing publishers. Moreover, this information could be used by publishers during future negotiations to the detriment of Coda.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 13th day of July, 2023 at 22 Cross Street, #02-01, Singapore.

DocuSigned by:  
*Raymond Wijaya*  
12F018B2794148A...

Raymond Wijaya

# **EXHIBIT 24**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **SAN FRANCISCO DIVISION**  
17

18 **IN RE GOOGLE PLAY STORE**  
19 **ANTITRUST LITIGATION**

20 THIS DOCUMENT RELATES TO:

21 *Epic Games, Inc. v. Google LLC, Case No.*  
22 *3:20-cv-05671-JD*

23 *In re Google Play Consumer Antitrust, Case*  
24 *No. 3:20-cv-05761-JD*

25 *Utah v. Google LLC, Case No. 3:21-cv-*  
*05227-JD*

26 *Match Group, LLC. et al. v. Google LLC et al.,*  
27 *Case No. 3:22-cv-02746-JD*  
28

Case No. 3:21-md-02981-JD

**DECLARATION OF JOSHUA WALKER  
IN SUPPORT OF OMNIBUS MOTION  
TO FILE UNDER SEAL**

Judge James Donato

1 I, Joshua Walker, declare as follows:

2 1. I am Chief Financial and Strategy Officer, Streaming, for Warner Bros. Discovery,  
3 Inc. (“WBD”). I joined WBD and its subsidiaries in October 2010.

4 2. I submit this declaration pursuant to Civil Local Rule 79-5. The contents of this  
5 declaration are based on my personal knowledge, and if called as a witness in this matter, I could  
6 and would testify thereto.

7 3. In my current role at WBD, I oversee strategy and financial operations for WBD’s  
8 streaming applications (“apps”) made available to consumers via the Google Play store, as well as  
9 direct-to-consumer operations globally. Based on my work experience, I am familiar with the way  
10 confidential financial information is handled by WBD pertaining to its consumer-facing offerings.  
11 WBD keeps such information confidential to protect itself from potential competitive and  
12 commercial harm.

13 4. I understand that the Defendants have filed, among other things, a Motion to  
14 Exclude the Merits Opinions of Dr. Hal J. Singer (“Singer Motion”), which cites an Expert  
15 Report written by Dr. Singer and dated October 19, 2022 (“Singer Report”), which contains  
16 information that purportedly derives from Google’s internal transactional data and documents  
17 regarding WBD’s sensitive and highly confidential financial information concerning its apps  
18 made available to consumers via the Google Play store. I also understand that the Consumer  
19 Plaintiffs and the State Plaintiffs have filed an Opposition to the Singer Motion, which cites a  
20 slide deck produced by Google in this litigation (“Google Slide Deck”). Google’s counsel has  
21 provided WBD with redacted excerpts of the Singer Report and a redacted version of the Google  
22 Slide Deck, which contain WBD’s confidential, highly proprietary, and competitively sensitive  
23 business information. Furthermore, I understand that the Parties will file a joint omnibus motion  
24  
25  
26  
27  
28

1 to seal addressing the confidentiality of information included in the Singer Motion, the Singer  
2 Report, and other recent filings.

3 5. WBD's financial information referred to in the Singer Report and the Google Slide  
4 Deck is sensitive and highly confidential information that could cause competitive and  
5 commercial harm to WBD if publicly released.  
6

7 6. As an initial matter, in filing this Declaration, WBD does not confirm the accuracy  
8 and/or completeness of WBD's financial information referred to in the Singer Report and the  
9 Google Slide Deck. As it has been explained to me, although this sensitive and highly  
10 confidential financial information concerns WBD, it purportedly is derived from Google's  
11 internal transactional data and documents. WBD lacks sufficient background information and  
12 context to verify it.  
13

14 7. WBD is a leading global media and entertainment company that creates and  
15 distributes its portfolio of content and brands across television, film, streaming, and gaming.  
16 Maintaining the confidentiality of its financial information is as important to WBD as it is to any  
17 comparable business. As a publicly traded company, WBD is extremely mindful of the financial  
18 and business information it publicly discloses, and WBD makes such disclosures in accordance  
19 with the rules and regulations of the United States Securities and Exchange Commission. Thus,  
20 WBD has an interest in preserving the confidentiality of its information that it has not elected to  
21 publicly disclose.  
22

23 8. The information that is redacted in the Singer Report and the Google Slide Deck  
24 includes sensitive and highly confidential financial information of WBD, which could result in  
25 competitive harm to WBD if publicly disclosed. It is my understanding that this information  
26 relates to: (i) the subject matter of a distribution agreement between WBD and Google regarding  
27 the Google Play store; (ii) WBD's position relative to other companies and developers with  
28

1 respect to the amount of money spent by consumers on WBD apps that are available in the  
2 Google Play store; and (iii) the difference in the amount of money spent by consumers on WBD  
3 apps that are available in the Google Play store as compared to WBD apps that are available in  
4 another app store. These references contain highly confidential information relating to WBD's  
5 business dealings and financial position within the market. Furthermore, WBD does not otherwise  
6 publicly disclose this information.  
7

8 9. The disclosure of this highly confidential financial information could harm WBD's  
9 business. For example, the public disclosure of the subject matter of WBD's distribution  
10 agreements with Google regarding the Google Play store would undermine WBD's ability to  
11 negotiate distribution agreements with other app distribution platforms. In addition, the disclosure  
12 of WBD's position relative to other companies and developers would put WBD at a competitive  
13 disadvantage both with consumers and with other distribution partners, as the performance of  
14 WBD's apps in the Google Play store is not publicly known. Finally, the public disclosure of the  
15 difference in the amount of money spent by consumers on WBD apps that are available in the  
16 Google Play store as compared to WBD apps that are available in another app store would allow  
17 for insight into what percentage of WBD's direct-to-consumer business Google represents as  
18 compared to other app distribution platforms and thus would create difficulties in negotiations  
19 with those platforms.  
20  
21

22 10. Preventing these competitive and commercial harms requires the sealing of the  
23 redacted information in the Singer Report and the Google Slide deck. There is no less restrictive  
24 alternative. Sealing is the only means of preserving WBD's highly confidential, non-public, and  
25 competitively sensitive information.  
26

27 11. For all of the reasons set forth above, the excerpts from the Singer Report and the  
28 Google Slide Deck that WBD hereby seeks to seal are as follows:

1 a. Singer Report, Singer Motion Exhibit 1, Page 81, para. 165, fn. 383.

2 b. Google Slide Deck, Opposition to the Singer Motion Exhibit 13.

3  
4 I declare under penalty of perjury under the laws of the United States that the foregoing is  
5 true and correct and that this declaration was executed on July 5, 2023 in New York City, New  
6 York.

7  
8 Respectfully submitted,

9  
10 Dated: July 5, 2023

By: Joshua W. Walker  
Joshua W. Walker (Jul 5, 2023 12:09 EDT)

# In re Google Play Store Antitrust Litig. - Walker Declaration 2023-07

Final Audit Report

2023-07-05

Created:	2023-07-05
By:	Fallon Brink (fallon.brink@warnermedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjIBiVm8cxUMZoRka_ZuNS3stDIIrcFY


## "In re Google Play Store Antitrust Litig. - Walker Declaration 2023-07" History

 Document created by Fallon Brink (fallon.brink@warnermedia.com)


2023-07-05 - 2:49:36 PM GMT- IP address: 157.166.255.254

 Document emailed to joshua.walker@warnermedia.com for signature

2023-07-05 - 2:50:21 PM GMT

 Email viewed by joshua.walker@warnermedia.com

2023-07-05 - 3:59:59 PM GMT- IP address: 198.147.10.10

 Signer joshua.walker@warnermedia.com entered name at signing as Joshua W. Walker

2023-07-05 - 4:09:18 PM GMT- IP address: 198.147.10.10

 Document e-signed by Joshua W. Walker (joshua.walker@warnermedia.com)

Signature Date: 2023-07-05 - 4:09:20 PM GMT - Time Source: server- IP address: 198.147.10.10

 Agreement completed.

2023-07-05 - 4:09:20 PM GMT

# **EXHIBIT 25**

Renata B. Hesse (SBN 148425)  
(hesser@sullcrom.com)  
SULLIVAN & CROMWELL LLP  
1870 Embarcadero Road  
Palo Alto, California 94303  
Telephone: (650) 461-5600  
Facsimile: (650) 461-5700

Shane M. Palmer (SBN 308033)  
(palmersh@sullcrom.com)  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

*Attorneys for Non-Party Spotify USA Inc.*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*In re Google Play Consumer Antitrust  
Litigation*, No. 3:20-cv-05761-JD

*State of Utah v. Google LLC*, No. 3:21-cv-  
05227-JD

*Match Group, LLC v. Google LLC*, No. 3:22-  
cv-02746-JD

*Epic Games, Inc. v. Google LLC*, No. 3:20-cv-  
05671-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF SANDRA  
ALZETTA IN SUPPORT OF JOINT  
OMNIBUS ADMINISTRATIVE  
MOTION TO SEAL**

Judge: Hon. James Donato



1 I, Sandra Alzetta, declare as follows:

2 1. I am a Vice President and the Global Head of Commerce and Customer  
3 Service at Spotify. Pursuant to Local Civil Rule 79-5(f) and the Stipulated Order Modifying  
4 Sealing Procedures Relating to Dispositive and *Daubert* Motions entered on April 21, 2023 in the  
5 case captioned *In re Google Play Store Antitrust Litigation*, No. 3:21-md-02981-JD (MDL Dkt.  
6 No. 496), I submit this declaration in support of the Joint Omnibus Administrative Motion to File  
7 Under Seal to be filed on July 13, 2023 in the cases captioned *In re Google Play Store Antitrust*  
8 *Litigation*, No. 3:21-md-02981-JD, *In re Google Play Consumer Antitrust Litigation*, No. 3:20-  
9 cv-05761-JD, *State of Utah v. Google LLC*, No. 3:21-cv-05227-JD, *Match Group, LLC v. Google*  
10 *LLC*, No. 3:22-cv-02746-JD, and *Epic Games, Inc. v. Google LLC*, No. 3:20-cv-05671-JD  
11 (collectively, the “Actions”).

12 2. I first began working at Spotify in January 2019, as Vice President, Global  
13 Head of Payments. I have been in my current role as Vice President, Global Head of Commerce  
14 and Customer Service, since December 2022. My responsibilities in that role include managing  
15 Spotify’s current payment methods, developing strategy with respect to future payment methods,  
16 and negotiating agreements with third parties. I can testify competently to the facts set forth in  
17 this declaration based on personal knowledge of those facts or on conversations I had with  
18 knowledgeable individuals at Spotify.

19 3. Spotify operates the world’s most popular audio streaming subscription  
20 service. Spotify’s streaming service first launched in Sweden in 2008 and launched in the United  
21 States in 2011. With a presence in over 180 countries and territories, Spotify’s platform includes  
22 515 million monthly active users, including 210 million subscribers to its Premium service as of  
23 March 31, 2023.

24 4. I understand that the parties have filed documents in support of and  
25 opposition to summary judgment motions and *Daubert* motions in the Actions, some of which  
26 contain Spotify’s confidential information. The below chart lists the portions of those documents  
27 that are sealable for the reasons stated in this declaration. I understand that unredacted versions of  
28 the relevant documents will be filed concurrently with the Joint Omnibus Administrative Motion

to File Under Seal, and that the specific portions that are sealable are highlighted in those unredacted versions.

Document	Portion(s) of Document Sought to Be Sealed	Evidence Offered in Support of Sealing
Exhibit 8 to Match Plaintiffs' Motion for Partial Summary Judgment on Google's Counterclaims (MDL Dkt. 486)	Page 28: All information in the table relating to Spotify	Declaration of Sandra Alzetta ¶ 8
Exhibit 20 to Match Plaintiffs' Motion for Partial Summary Judgment on Google's Counterclaims (MDL Dkt. 486)	Page ending in Bates GOOG-PLAY-001165247, Bullet Point 6: All text in after "devs with" and before "Requires"	Declaration of Sandra Alzetta ¶¶ 14-15
	Page ending in Bates GOOG-PLAY-001165247, Line 1: All text in the first sentence after "and" and before "If" All text in the second sentence after "proposal to" and before "soon (asap)" All text in the third sentence after "For" and before "this gives us"	Declaration of Sandra Alzetta ¶¶ 14-15
	Page ending in Bates GOOG-PLAY-001165248, Paragraph 1: All text after "with us?" until the end of the paragraph	Declaration of Sandra Alzetta ¶¶ 14-15
	Page ending in Bates GOOG-PLAY-001165248, Paragraph 3: All text in the paragraph	Declaration of Sandra Alzetta ¶¶ 14-15
Exhibit 16 to Defendants' Opposition to Match Plaintiffs' Motion for Partial Summary Judgment (MDL Dkt. 506)	Page 6: All information in the table relating to Spotify	Declaration of Sandra Alzetta ¶¶ 14-15
Exhibit 29 to Plaintiffs' Opposition to Defendants' Motion for Partial	Page 12: All text below "Spotify" column other than the headings "Product principles:" and "Economic principles:"	Declaration of Sandra Alzetta ¶¶ 14-15

Document	Portion(s) of Document Sought to Be Sealed	Evidence Offered in Support of Sealing
Summary Judgment (MDL Dkt. 509)	Page 14: All text below “Spotify Gets” column other than the headings “Product” and “Economic”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 26: All text after “Spotify:”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 27: All text after “Spotify:” up to the period at the end of that sentence	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 61: All text after “Spotify:”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 77: The entire portion of the bar chart above the text “Proposal to Spotify”	Declaration of Sandra Alzetta ¶¶ 14-15
Exhibit 30 to Plaintiffs’ Opposition to Defendants’ Motion for Partial Summary Judgment (MDL Dkt. 509)	Page 174: Lines 2-10 and 19-25	Declaration of Sandra Alzetta ¶¶ 14-15
Exhibit 45 to Plaintiffs’ Opposition to Defendants’ Motion for Partial Summary Judgment (MDL Dkt. 509)	Page 9: All text in first table column below “Concern / Spotify Complaint”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 12: All text in the “Concerns” column and the images to the right of that column	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 15: The logo and the line of text below “Rev Share, Pricing”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 29: All text other than the “ATTORNEY-CLIENT PRIVILEGED” header	Declaration of Sandra Alzetta ¶¶ 14-15
Exhibit 52 to Plaintiffs’ Opposition to Defendants’ Motion for Partial Summary Judgment (MDL Dkt. 509)	Page 164, Para. 246, n.539: All text between the parentheses immediately following “Rasanen (formerly Google) Deposition, p. 307”	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 164, Para. 246, n.542: All text between the parentheses immediately	Declaration of Sandra Alzetta ¶¶ 14-15

Document	Portion(s) of Document Sought to Be Sealed	Evidence Offered in Support of Sealing
	following “December 2020, GOOG-PLAY-006997722-751, at 723”	
Exhibit 1 to Defendants’ Notice of Motion, Motion to Exclude Merits Opinions of Dr. Hal J. Singer, and Memorandum and Points of Authorities in Support Thereof (MDL Dkt. 487) (“Motion to Exclude Singer Opinions”)	Page 33, Para. 51, n.110: All text between the parentheses immediately following “See, e.g., GOOG-PLAY-002416488”	Declaration of Sandra Alzetta ¶¶ 6-7
	Page 76, Para. 153, n.358: All text between the parentheses immediately following “See also GOOG-PLAY-000259276 GOOG-PLAY-004716632”	Declaration of Sandra Alzetta ¶¶ 9-11
	Page 77, Para. 154, n.364: All text between the parentheses immediately following “GOOG-PLAY-004470512 at -513”	Declaration of Sandra Alzetta ¶¶ 9-11
	Page 82, Para. 168, n.390: All text between the parentheses immediately following “See Alzetta Rough Dep. Tr. 42:10-43:17”	Declaration of Sandra Alzetta ¶¶ 12-13
	Page 180, Para. 366, n.865: All text after “entered into a ‘Choice in Billing’ agreement where Spotify would pay Google” up to the period at the end of that sentence	Declaration of Sandra Alzetta ¶¶ 12-13
Exhibit 2 to Defendants’ Notice of Motion, Motion to Exclude Merits Opinions of Dr. Marc Rysman, and Memorandum of Points and Authorities in Support Thereof (MDL Dkt. 484) (“Motion to Exclude Rysman Opinions”)	Page 62, Para. 75: All text after “the User Choice Billing program, pays Google” up to the period at the end of that sentence; and all text between the parentheses immediately following “See Alzetta (Spotify) Deposition p. 43”	Declaration of Sandra Alzetta ¶¶ 12-13
	Page 87, Para. 107: All information in table relating to Spotify	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 164, Para. 246, n.542: All text between the parentheses immediately following “December 2020, GOOG-PLAY-006997722-751, at 723”	Declaration of Sandra Alzetta ¶¶ 14-15

Document	Portion(s) of Document Sought to Be Sealed	Evidence Offered in Support of Sealing
	Page 223, Para. 350: All text after “Google and Spotify agreed to a” up to the period at the end of that sentence	Declaration of Sandra Alzetta ¶¶ 12-13
	Page 223, Para. 350, n.724: All text other than “GOOG-PLAY-011250116-166, at 120”	Declaration of Sandra Alzetta ¶¶ 12-13
	Page 319, Para. 512: All text other than the first sentence	Declaration of Sandra Alzetta ¶¶ 14-15
	Page 319, Para. 512, n.1061: All text after “GOOG-PLAY-000257629-633, p.2 (noting that” and before “had been one of the main issues for Spotify).”	Declaration of Sandra Alzetta ¶¶ 14-15
	Pages 319-20, Para. 513: The entire first and second sentences In the third sentence, the year after “Sometime in” and before “Google offered Spotify”; all text between “Google offered Spotify” and “and Spotify’s counteroffer was”; and all text after “and Spotify’s counteroffer was”. In the fourth sentence, all text after “Google offered Spotify”.	Declaration of Sandra Alzetta ¶¶ 9-11; 14-15
	Page 329, Para. 532: In the first sentence, the year following “In” and all text after “Google offered Spotify” In the second sentence, all text after “Spotify’s counteroffer was” In the third sentence, all text after “Google offered Spotify”	Declaration of Sandra Alzetta ¶¶ 14-15
	Pages 330-31, Para. 537: All text after “these service fee rates have been 15%” and before “and a few higher”	Declaration of Sandra Alzetta ¶¶ 12-13
	Page 334, Para. 546: The word after “various developers (including”	Declaration of Sandra Alzetta ¶¶ 14-15

Document	Portion(s) of Document Sought to Be Sealed	Evidence Offered in Support of Sealing
	Page 335, Para. 549: In the first sentence, all text after “As discussed in Section VIII.B.1, Google offered Spotify” The entire second sentence	Declaration of Sandra Alzetta ¶¶ 14-15
	Page E-2: All information in the three rows of the table that relate to Spotify, other than the end note references	Declaration of Sandra Alzetta ¶¶ 12-13; 14-15
	Page E-3: All text in endnote 22 after “22. Google,” and before “GOOG-PLAY-011250116-166.”	Declaration of Sandra Alzetta ¶¶ 12-13
Exhibit 4 to Motion to Exclude Rysman Opinions	Page 51, Para. 93: All text in the sentence immediately following “would be challenges to shifting to a consumption only model.”	Declaration of Sandra Alzetta ¶¶ 9-11
	Page 51, Para. 93, n.192: All text between “Spotify,” and “SPOT-GOOGLE-00001105 –109, at 107”, and all text between the parentheses immediately following “SPOT-GOOGLE-00001105 –109, at 107”	Declaration of Sandra Alzetta ¶¶ 9-11

5. In an effort to narrowly tailor its sealing requests, Spotify does not request to seal all of its non-public information that appears in the parties’ filings in connection with summary judgment motions and *Daubert* motions in the Actions. Although some of the information reflected in those documents is non-public, Spotify recognizes the Court’s need to balance Spotify’s interests against the public’s interest in access to court records and has sought to narrow its sealing requests as much as possible.

6. Footnote 110 on page 33 of Exhibit 1 to the Motion to Exclude Singer Opinions references Spotify’s data, analysis, and conclusions concerning its users, their demographics, and their preferences and activities across different platforms and operating systems, such as the costs and likelihood of switching to iOS. Public disclosure of that information would competitively harm Spotify by giving Spotify’s competitors granular insight into Spotify’s

1 user base. Such information can be used by Spotify's competitors to inform their own business  
 2 strategies, including with respect to product strategy and distribution. For example, competing  
 3 app developers could use the information to understand trends in user behavior across platforms  
 4 and then selectively devote their resources to optimize their apps differently.

5 7. Spotify uses the information referenced in that footnote for a variety of  
 6 strategic business purposes, including, but not limited to:

- 7 a. developing business strategies to provide a better user experience and compete with  
 8 other apps, including audio and music streaming service providers;
- 9 b. identifying and negotiating with potential distribution partners to broaden the  
 10 availability of the Spotify app across multiple platforms and expand Spotify's  
 11 subscription business; and
- 12 c. planning strategic corporate investment decisions to drive sustainable growth and  
 13 remain competitive in the marketplace.

14 Disclosure of this information would undermine Spotify's ability to achieve its business goals and  
 15 objectives, and generally harm Spotify's ability to compete and grow its business.

16 8. Page 28 of Exhibit 8 to Match Plaintiffs' Motion for Partial Summary  
 17 Judgment on Google's Counterclaims contains data regarding Spotify's app performance and  
 18 revenues across different platforms that has not been made public by Spotify. If this information  
 19 were disclosed publicly, it would give Spotify's competitors insight into Spotify's internal data  
 20 and analysis concerning its business operations and market share on iOS and Android. Spotify's  
 21 competitors could seek to use this data to extrapolate trends in Spotify's app performance and  
 22 revenues, which they could use to inform their own business strategies, including with respect to  
 23 product strategy and distribution. For example, competing app developers could use the data to  
 24 better understand Spotify usage on iOS and Android and then selectively devote their resources to  
 25 optimize their apps differently. And the competitive harm to Spotify resulting from any public  
 26 disclosure of these figures would be amplified because Spotify's competitors generally do not  
 27 make the same level of platform-specific revenue detail publicly available.



9. Footnote 358 on page 76 and footnote 364 on page 77 of Exhibit 1 to the Motion to Exclude Singer Opinions; paragraph 513 on page 319 of Exhibit 2 to the Motion to Exclude Rysman Opinions; and paragraph 93 and footnote 192 on page 51 of Exhibit 4 to the Motion to Exclude Rysman Opinions reflect Spotify's internal projections and analyses of the impact that availability of different payment options would have on the number of subscribers to Spotify's Premium service. Spotify would be competitively harmed in its business if those projections and analyses were disclosed to the public. Those figures reflect Spotify's proprietary, internal data and analyses concerning its users' preferences and behavior, which can be used by Spotify's competitors to inform their own business strategies, including with respect to product strategy and distribution. Spotify keeps this information confidential and does not disclose it to the public.

10. If this information were disclosed publicly, Spotify would be competitively harmed in its business because it would reveal the sophisticated types of analyses that Spotify performs to assess user behavior and the impact of the availability of different payment options. If Spotify's payment and distribution partners knew the types of internal analyses that Spotify is capable of performing (and has previously performed), they might demand that Spotify undertake such analyses as a condition of continued partnership. This, in turn, could undermine the value of Spotify's existing payment and distribution partnerships, undercut Spotify's ability to negotiate favorable arrangements with new partners, negatively impact deal economics, and generally harm Spotify's ability to compete and grow its business.

11. This information also is used by Spotify for a variety of strategic business purposes, including, but not limited to:

- a. developing business strategies to compete with other audio and music streaming app providers, including Google;
- b. identifying and negotiating with potential payment and distribution partners to broaden the availability of the Spotify app across multiple platforms and expand Spotify's subscription business; and



1 c. planning strategic corporate investment decisions to drive sustainable growth and  
2 remain competitive in the marketplace.

3 Disclosure of this information would undermine Spotify's ability to achieve its business goals and  
4 objectives, and generally harm Spotify's ability to compete and grow its business.

5 12. Footnote 390 on page 82 and footnote 865 on page 180 of Exhibit 1 to the  
6 Motion to Exclude Singer Opinions; and paragraph 75 on page 62, paragraph 350 and footnote  
7 724 on page 223, paragraph 537 on page 330-31, and pages E-2 and E-3 of Exhibit 2 to the Motion  
8 to Exclude Rysman Opinions contain information reflecting the terms of Spotify's carefully  
9 negotiated agreement with Google regarding User Choice Billing and the Google Play Store. The  
10 terms of that agreement—which was the first of its kind, as Spotify was Google's first User Choice  
11 Billing partner—are highly confidential and commercially sensitive, and Spotify would be  
12 competitively harmed in its business by the disclosure of those terms through any public filing.  
13 Public disclosure of the terms of the agreement would disadvantage Spotify in its future  
14 negotiations with other parties, undercut deal terms, drive up the prices Spotify would pay  
15 (consequently impacting its revenues), and generally harm Spotify's ability to compete and grow  
16 its business. For those reasons, Spotify's business model depends on the terms of its distribution  
17 agreements such as this one remaining confidential.

18 13. Further, those terms reveal information about Spotify's cost structures, and  
19 Spotify would be competitively harmed in its business if they were publicly disclosed. Spotify's  
20 competitors could use such information to inform their own business strategies, including with  
21 respect to product strategy and distribution.

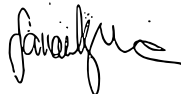
22 14. The remaining information described in the chart above pertains to  
23 Spotify's confidential negotiations with Google regarding the use of Google Play Billing,  
24 including specific rates and terms that were proposed by each party to the negotiations leading up  
25 to the execution of the User Choice Billing Agreement and the rationale for those proposals.<sup>1</sup> If  
26

27 <sup>1</sup> Certain information in paragraph 513 on pages 319-20 and on page E-2 of Exhibit 2 to the  
28 Motion to Exclude Rysman Opinions also falls within this category.

1 this information were publicly disclosed, Spotify would be competitively harmed in its business  
2 because the information could be used to unfairly disadvantage Spotify in contract negotiations  
3 with its payment partners and distribution partners (including original equipment manufacturers  
4 such as mobile, TV, gaming, and auto partners, as well as app providers and commercial partners).  
5 Disclosure of this information could further harm Spotify by giving Spotify's competitors insight  
6 into Spotify's strategic business priorities and decisions, which they could use to inform their own  
7 business strategies, including with respect to product strategy and distribution.

8 15. Further, Spotify would be competitively harmed in its business if this  
9 information were to fall into the hands of distribution platforms or payment partners because, for  
10 example, disclosure of this information would undermine Spotify's position in negotiations,  
11 undercut deal terms, drive up the prices Spotify would pay (consequently impacting its margins),  
12 and generally harm Spotify's ability to compete and grow its business.

13 I declare under penalty of perjury under the laws of the United States of America  
14 that the foregoing is true and correct. Executed this July 12, 2023 in London, United Kingdom.

15  
16 

17 \_\_\_\_\_  
18 Sandra Alzetta  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28